



LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY

AGENDA

BOARD OF DIRECTORS MEETING

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

31315 Chaney Street
Lake Elsinore, California 92531
951.674.3146 (EVMWD) / 951.354.4240 (LESJWA)

Thursday, June 18, 2015 – 4:00p.m.

CALL TO ORDER/PLEDGE OF ALLEGIANCE (Chair Robert Magee)

ROLL CALL: __SAWPA __EVMWD __CITY OF LAKE ELSINORE __CITY OF CANYON LAKE
__COUNTY OF RIVERSIDE

PUBLIC COMMENTS:

Members of the public may address the Board on any item that is within the Board's jurisdiction; however, no action may be taken on an item appearing on the agenda unless the action is otherwise authorized by Subdivision (b) Section 54954.2 of the Government Code. Members of the public are requested to provide a public comment notice card to the Board Secretary prior to the meeting in order to speak. The public is given a maximum of five minutes to speak on an issue following discussion of an agenda item.

Materials related to items on this Agenda submitted to the Board after distribution of the agenda packet, are available to the public during regular business hours at the Authority's office: 11615 Sterling Avenue, Riverside, CA 92503.

Any person with a disability who requires accommodation in order to participate in this meeting may contact Dawna Munson at 951.354.4247, at least 48 hours prior to the meeting to request a disability-related modification.

CONSENT CALENDAR

Consent Calendar items are considered routine and non-controversial, to be acted upon by the Board at one time without discussion. If a Board member, staff member, or interested person requests that an item be removed from the Consent Calendar, the request will become the first item of business on the agenda.

1.0 MINUTES.....3

RECOMMENDATION: Approve the Minutes of the Board of Directors meeting held April 16, 2015.

1.1 TREASURER'S REPORTS.....7

RECOMMENDATION: Receive and file financial statements from March and April 2015.

End of Consent Calendar

2.0	EDUCATION AND OUTREACH SUPPORT (Memo 769).....	19
	RECOMMENDATION: Approve a multi-year Task Order No. DEGR477-01 with DeGrave Communications for an amount not-to-exceed \$20,000 per fiscal year for the LESJWA Education and Outreach Program, for each of the fiscal years 2015-16, 2016-17, and 2017-18.	
3.0	REGULATORY STRATEGIST/ TMDL COMPLIANCE SUPPORT SERVICES (Memo 770).....	39
	RECOMMENDATION: Approve a two-year Task Order No. RISK160-09 with Tim Moore of Risk Sciences for an amount not-to-exceed \$136,560 to serve as regulatory strategist and compliance expert to the Lake Elsinore and Canyon Lake TMDL Task Force.	
4.0	WATERSHED-WIDE NUTRIENT TMDL MONITORING PROGRAM (Memo 771).....	53
	RECOMMENDATION: Approve Task Order No. AMEC160-01 with AMEC Foster Wheeler Environment & Infrastructure, Inc. for an amount not-to-exceed \$150,805 per fiscal year, to oversee and implement the Phase 2 Nutrient TMDL Compliance Monitoring Program for the Lake Elsinore and Canyon Lake Nutrient Total Maximum Daily Load (TMDL) Task Force for Fiscal Years 2015-16, 2016-17, and 2017-18.	
5.0	CANYON LAKE ALUM APPLICATION STATUS REPORT (Memo 772).....	103
	RECOMMENDATION: Receive and file a status report regarding the Canyon Lake alum application with Aquatechnex.	
6.0	LAKE ELSINORE/CANYON LAKE TMDL TASK FORCE (Memo 773).....	105
	RECOMMENDATION: Receive and file a status report on the Lake Elsinore and Canyon Lake TMDL Task Force.	
7.0	RESOLUTION NO. 2015-02 – Tom Evans (Memo 774).....	108
	RECOMMENDATION: Adopt Resolution No. 2015-02, commending Tom Evans for his years of service as a LESJWA Board member.	
8.0	ADMINISTRATOR’S COMMENTS	
9.0	DIRECTORS’ COMMENTS	
10.0	ADJOURN	

NEXT BOARD OF DIRECTORS MEETING: Thursday, Aug. 20, 2015 at 4:00 p.m.

2015 Meeting Schedule

~~February 19~~
~~April 16~~
June 18
August 20
October 15
December 17*
(*as business dictates)

**MINUTES OF THE
REGULAR BOARD OF DIRECTORS MEETING
OF THE
LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY**

April 16, 2015

DIRECTORS PRESENT

Robert Magee, Chair
Vicki Warren
Phil Williams
Tom Evans

REPRESENTING

City of Lake Elsinore
City of Canyon Lake
Elsinore Valley Municipal Water District
Santa Ana Watershed Project Authority

DIRECTORS ABSENT

Kevin Jeffries

County of Riverside

LESJWA STAFF PRESENT

Mark Norton, Authority Administrator
Dawna Munson, Board Secretary

OTHERS PRESENT

Nancy Horton

The Regular Board of Directors meeting of the Lake Elsinore and San Jacinto Watersheds Authority was called to order at 4:00 p.m., by Chair Robert Magee at the Elsinore Valley Municipal Water District, located at 31315 Chaney Street, Lake Elsinore, California. Chair Magee asked for roll call. A quorum was noted present with representation from four or the five member agencies.

Chair Magee asked if there are any comments from members of the public wishing to address the Board on matters within its jurisdiction. There were no public comments.

1.0: CONSENT CALENDAR

Upon motion by Director Williams, seconded by Director Evans, the motion unanimously carried,

2015/4-1

MOVED, approval of the Consent Calendar including the February 25, 2015 Board Meeting Minutes, the Treasurer's Reports from January and February 2015, and the Education and Outreach Committee meeting notes from April 6, 2015.

with the following vote:

Ayes:	Evans, Jeffries, Magee, Warren, Williams
Noes:	None
Absent:	Jeffries
Abstain:	None

2.0: REQUEST FOR PROPOSALS – EDUCATION & OUTREACH SUPPORT (Memo #764)

Mark Norton said this item is for the Board's consideration of whether staff should issue a new RFP for LESJWA's Education and Outreach support. O'Reilly Public Relations has provided services for many years and has done a great job. With respect to ensuring a fair, open, competitive procurement process, the issue was brought forth to the Education & Outreach Committee if LESJWA should again do an RFP. It is a fairly small contract amount of \$17,000 for the past year. The Committee supports the idea of

issuing an RFP, and also suggests that the contract be for a three year time period with an option to do two more years, which would help save time and costs. Staff can get the RFP underway and have the proposals ready by the next meeting.

Director Evans commented that the RFP process does cost money, and although necessary, it needs to be done as efficiently as possible. Mark Norton noted that these are minimal costs that can be handled within the existing budget.

Upon motion by Director Evans, seconded by Director Williams, the motion unanimously carried,

2015/4-2

MOVED, approval and directed staff to issue a Request for Proposals for multi-year education and outreach support to LESJWA.

with the following vote:

Ayes:	Evans, Magee, Warren, Williams
Noes:	None
Absent:	Jeffries
Abstain:	None

3.0: LESJWA ANNUAL FY 2015-16 BUDGET (Memo #765)

Mark Norton said this is the budget for consideration for fiscal year 2015-16. It is similar to past budgets, showing an outline of LESJWA's planned efforts, along with the Lake Elsinore/Canyon Lake TMDL Task Force activities. The TMDL Task Force Budget is included into the overall LESJWA budget – JPA budget and TMDL activities. There have been questions in the past regarding the future balancing of the budget. Updates were made to the Business Plan last year, the Board discussed ways to cut costs, and also considered inviting new members to join the Board. Two of our member agencies have doubled their contributions from \$10,000 to \$20,000, and then the County of Riverside and the RCFCD are each contributing \$20,000. Some of the budget concerns have been addressed. We still continue efforts to invite other entities. Mr. Norton gave a presentation to WRCOG Public Works Committee last week, and had conversations there with some City representatives about LESJWA.

Mr. Norton briefly reviewed some of the activities planned for the coming year, including continuing the alum application. The TMDL Task Force will be looking to revise the Canyon Lake nutrient TMDL, and also supporting the development of a new O&M Agreement for Lake Elsinore.

Upon motion by Director Williams, seconded by Director Evans, the motion unanimously carried,

2015/4-3

MOVED, approval of the FY 2015-2016 LESJWA Budget, and invoice each LESJWA member agency at the start of the new fiscal year based on contribution levels as reflected in the budget.

with the following vote:

Ayes:	Evans, Magee, Warren, Williams
Noes:	None
Absent:	Jeffries
Abstain:	None

4.0: CANYON LAKE ALUM APPLICATION STATUS (Memo #766)

Mark Norton said he is pleased to report that the latest alum application on April 9th and 10th was successful without any issues or complaints. He provided background that they're not applying the alum to the entire lake this time. There were remarkable results in the main body of the lake after the first application. The Technical Advisory Committee (TAC) had met and observed the results, and they

reported greater clarity than ever before. The group didn't see the value of applying it again if we're not seeing algae in the water column, so the emphasis was on applying it in the East Bay, which is algae rich and has less clarity. It was applied to the East Bay and to Gold Cove and we'll see the results within the next few months after Dr. Noblet finishes his report. The next application is scheduled for September 2015. They will go through the necessary scientific justification to make sure it's safe. It's a 2-1/2 year program of five applications. The 2-1/2 period was to help understand the dosing process in the lake and to reduce re-suspension in the water column. It may be a challenge for a while – there isn't a lot of circulation in the East Bay Coves

Upon motion by Director Williams, seconded by Director Evans, the motion unanimously carried,

2015/4-4

MOVED, approval to receive and file the report on the Canyon Lake alum application.

with the following vote:

Ayes:	Evans, Magee, Warren, Williams
Noes:	None
Absent:	Jeffries
Abstain:	None

5.0: LAKE ELSINORE / CANYON LAKE TMDL TASK FORCE STATUS (Memo 767)

Mark Norton provided a status report. Work continues to be done by Dr. Michael Anderson. Haley and Aldrich has concluded their effort and is embarking on the monitoring program that will be brought to the Board in June. Tim Moore of Risk Sciences will be doing some modifications to the TMDL. The new monitoring program will begin in fiscal year 2015-2016 upon approval by the Regional Board. Weston Solutions is continuing the storm water monitoring, but there have not been many storms this past year. The Budget also describes some of the activities.

Upon motion by Director Williams, seconded by Director Evans, the motion unanimously carried,

2015/4-5

MOVED, approval to receive and file the status report on the Lake Elsinore/Canyon Lake TMDL Task Force.

with the following vote:

Ayes:	Evans, Magee, Warren, Williams
Noes:	None
Absent:	Jeffries
Abstain:	None

6.0: RESOLUTION NO. 2015-01, COMMENDING NANCY HORTON (Memo #768)

Chair Magee called Nancy Horton to the podium and presented her with a commendatory resolution. He noted that she has contributed to LESJWA in many important ways that couldn't all be listed on the resolution. He further noted that she continues her efforts, now serving on the Board at EVMWD.

7.0: ADMINISTRATOR'S COMMENTS

None.

8.0: DIRECTORS' COMMENTS

Director Williams thanked Nancy Horton for all her invaluable efforts to LESJWA and to the watershed. Director Warren expressed her appreciation as well.

Director Evans announced that WMWD has made some changes in representation. Don Galleano will now serve as the representative at MWD, and Tom Evans has moved from alternate Commissioner at SAWPA to the main representative, which currently is its Chair. It is anticipated that Brenda Dennstedt will become the alternate Commissioner at SAWPA, and as such, most likely will become the representative to serve on the LESJWA Board.

As there was no further business, Chair Magee adjourned the meeting at 4:37 p.m.

APPROVED: June 18, 2015

Robert Magee, Chair

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY
CASH FLOW STATEMENT
AS OF 04/30/15

Balance as of 03/31/15 \$ 699,286.47

Funds Received

Deposits:

City of Menifee - TMDL Contribution	55,821.00
LAIF Interest	358.40

Open - Grant Invoices

N/A

\$ -

Open - Member & Other Contributions

Total Due LESJWA	\$0.00
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Disbursement List - April 2015	(40,954.80)
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Funds Available as of 04/30/15	\$ 714,511.07
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Funds Available:

Checking	\$ 155,298.07
LAIF	\$ 559,213.00
Total	\$ 714,511.07

Lake Elsinore San Jacinto Watersheds Authority
LE/CL TMDL Invoice History
FYE 2009 - 2015

Agency	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15
March ARB	10,000.00	10,000.00	10,000.00	10,000.00	13,050.00	12,500.00	35,226.00
CalTrans	10,000.00	10,000.00	10,000.00	10,000.00	13,050.00	12,500.00	28,656.00
City of Beaumont	2,957.00	3,940.00	4,719.53	3,900.00	1,865.00	19,263.00	24,280.00
City of Canyon Lake	3,670.00	4,890.00	4,109.46	3,396.00	644.00	18,389.00	34,863.00
City of Hemet	22,308.00	29,723.00	27,460.77	22,696.00	6,286.00	18,175.00	25,510.00
City of Lake Elsinore	21,403.00	67,782.00	89,889.28	73,133.00	-	19,381.00	30,580.00
City of Menifee	-	-	24,752.77	20,458.00	23,649.00	44,155.00	55,821.00
City of Moreno Valley	50,638.00	67,469.00	63,546.31	52,520.00	15,425.00	103,565.00	113,058.00
City of Murrieta	2,006.00	2,673.00	786.96	650.00	-	12,426.00	24,280.00
City of Perris	15,000.00	19,985.00	20,060.94	16,580.00	5,752.00	18,869.00	26,739.00
City of Riverside	2,071.00	2,759.00	3,587.28	2,965.00	1,575.00	17,641.00	24,280.00
City of San Jacinto	9,565.00	12,744.00	13,470.59	11,133.00	4,315.00	19,487.00	24,280.00
City of Wildomar	-	-	4,668.93	3,859.00	4,461.00	8,307.00	19,528.00
County of Riverside	57,352.00	76,415.00	39,829.77	32,919.00	-	30,165.00	36,469.00
Dept of Fish and Game	10,000.00	10,000.00	10,000.00	10,000.00	13,050.00	12,500.00	18,435.00
Eastern Municipal Water District	10,000.00	10,000.00	10,000.00	10,000.00	13,050.00	12,500.00	16,225.00
Elsinore Valley Municipal Water District	13,656.00	57,460.00	75,294.20	61,070.00	-	12,500.00	16,225.00
March JPA	10,000.00	10,000.00	10,000.00	10,000.00	13,050.00	12,500.00	24,485.00
San Jacinto Agricultural Operators *	159,074.00	-	-	143,320.00	28,278.00	12,500.00	47,549.00
San Jacinto Dairy & CAFO Operators *	41,634.00	37,252.80	25,000.00	10,000.00	10,211.00	12,500.00	16,225.00
Total	451,334.00	433,092.80	447,176.79	508,599.00	167,711.00	429,823.00	642,714.00
Total Paid Contributions	451,334.00	433,092.80	447,176.79	379,290.00	167,711.00	429,823.00	642,714.00
Total Outstanding Contributions	-	-	-	129,309.00	-	-	-

Lake Elsinore/San Jacinto Watershed Authority
Statement of Net Assets
For the Ten Months Ending Thursday, April 30, 2015

Assets

Checking - US Bank	\$155,298.07
L.A.I.F.	559,213.00
Total Assets	<u>\$714,511.07</u>

Liabilities

Accounts Payable	79,391.72
Total Liabilities	<u>\$79,391.72</u>

Retained Earnings	453,999.74
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Excess Revenue over (under) Expenditures	<u>\$181,119.61</u>
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Total Net Assets	<u>\$635,119.35</u>
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Total Liabilities and Net Assets	<u>\$714,511.07</u>
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Lake Elsinore/San Jacinto Watershed Authority
Revenues, Expenses and Changes in Net Assets
For the Ten Months Ending Thursday, April 30, 2015

	Period Actual	YTD Actual	Annual Budget	% Used	Budget Variance
Revenues					
State Grant Proceeds	\$0.00	\$0.00	\$210,148.00	0.00%	\$210,148.00
LAIF Interest	358.40	1,019.28	800.00	127.41%	(219.28)
Member Agency Contributions	0.00	198,137.00	70,000.00	283.05%	(128,137.00)
Other Agency Contributions	0.00	460,803.00	444,744.00	103.61%	(16,059.00)
Total Revenues	\$358.40	\$659,959.28	\$725,692.00	90.94%	\$65,732.72
Expenses					
Salaries - Regular	6,513.25	52,371.16	55,253.00	94.78%	2,881.84
Payroll Burden	2,989.58	24,038.34	25,363.00	94.78%	1,324.66
Overhead	10,219.29	82,170.37	86,692.00	94.78%	4,521.63
Audit Fees	0.00	5,500.00	5,500.00	100.00%	0.00
Consulting - General	17,502.33	310,803.52	569,634.00	54.56%	258,830.48
Legal Fees	87.50	1,006.25	1,500.00	67.08%	493.75
Meeting & Conference Expense	239.35	300.35	100.00	300.35%	(200.35)
Shipping & Postage	0.00	0.00	50.00	0.00%	50.00
Office Supplies	0.00	162.35	60.00	270.58%	(102.35)
Other Expense	398.30	398.30	50.00	796.60%	(348.30)
Insurance Expense	0.00	2,068.00	2,572.00	80.40%	504.00
Interest Expense	0.00	21.03	50.00	42.06%	28.97
Total Expenditures	\$37,949.60	\$478,839.67	\$746,824.00	64.12%	\$267,984.33
Excess Revenue over (under) Expenditures	(\$37,591.20)	\$181,119.61	(\$21,132.00)	-857.09%	(\$202,251.61)

Lake Elsinore San Jacinto Watersheds Authority
Revenues, Expenses and Changes in Net Assets by Project
For the Month Ending April 30, 2015

	JPA	TMDL				Budget	% Used	Budget
	Administration	Task Force	Total					Variance
Revenues								
State Grant Proceeds	\$ -	\$ -	\$ -	\$ 210,148.00	0.00%	\$ 210,148.00		
LAIF Interest	1,019.28	-	1,019.28	800.00	127.41%	(219.28)		
Member Agency Contributions	80,000.00	118,137.00	198,137.00	70,000.00	283.05%	(128,137.00)		
Other Agency Contributions	-	460,803.00	460,803.00	444,744.00	103.61%	(16,059.00)		
Total Revenues	\$ 81,019.28	\$ 578,940.00	\$ 659,959.28	\$ 725,692.00	90.94%	\$ 65,732.72		
Expenditures								
Salaries	\$ 20,974.55	\$ 31,396.61	\$ 52,371.16	\$ 55,253.00	94.78%	\$ 2,881.84		
Benefits	9,627.31	14,411.03	24,038.34	25,363.00	94.78%	1,324.66		
G&A Allocation	32,909.08	49,261.29	82,170.37	86,692.00	94.78%	4,521.63		
Audit Fees	5,500.00	-	5,500.00	5,500.00	100.00%	-		
Consulting	10,301.40	300,502.12	310,803.52	569,634.00	54.56%	258,830.48		
Studies	-	-	-	-	0.00%	-		
Other Contract Services	-	-	-	-	0.00%	-		
Legal Fees	1,006.25	-	1,006.25	1,500.00	0.00%	493.75		
Project Construction	-	-	-	-	0.00%	-		
Meeting & Conference Expense	89.75	210.60	300.35	100.00	300.35%	(200.35)		
Office Expense	162.35	-	162.35	110.00	147.59%	(52.35)		
Board Compensation	-	-	-	-	0.00%	-		
Other Expense	-	398.30	398.30	50.00	796.60%	(348.30)		
Insurance Expense	2,068.00	-	2,068.00	2,572.00	80.40%	504.00		
Interest Expense	21.03	-	21.03	50.00	42.06%	28.97		
Total Expenditures	\$ 82,659.72	\$ 396,179.95	\$ 478,839.67	\$ 746,824.00	64.12%	\$ 267,984.33		
Excess Revenue over (under) Expenditures	\$ (1,640.44)	\$ 182,760.05	\$ 181,119.61	\$ (21,132.00)	-857.09%	\$ (202,251.61)		
 Cash Balance @ 04/30/15	 \$ 46,732.22	 \$ 667,778.85	 \$ 714,511.07					

**Lake Elsinore San Jacinto
Watersheds Authority
Disbursements
April 30, 2015**

Check #	Check Date	Type	Vendor	Check Amount
1004	04/03/2015	CHK	Regents of the Univ of Calif	\$ 5,316.46
1005	04/09/2015	CHK	Regents of the Univ of Calif	\$ 942.52
EFT004	04/03/2015	CHK	Santa Ana Watershed Project Authority	\$ 22,430.91
EFT005	04/09/2015	CHK	Haley & Aldrich Inc	\$ 4,983.47
EFT006	04/17/2015	CHK	Risk Sciences	\$ 4,560.00
EFT007	04/23/2015	CHK	Haley & Aldrich Inc	\$ 2,721.44

Total Disbursements April 2015

\$ 40,954.80

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY
CASH FLOW STATEMENT
AS OF 03/31/15

Balance as of 02/28/15 \$ 710,511.86

Funds Received

Deposits:

City of Beaumont - TMDL	24,280.00
County of Riverside - Member Contributions	10,000.00

Open - Grant Invoices

N/A

\$ -

Open - Member & Other Contributions

City of Menifee - TMDL Contribution	\$55,821.00
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Total Due LESJWA	<u><u>\$55,821.00</u></u>
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Disbursement List - March 2015

(45,505.39)

Funds Available as of 03/31/15

\$ 699,286.47

Funds Available:

Checking	\$ 140,431.87
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LAIF	<u>\$ 558,854.60</u>
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Total	<u><u>\$ 699,286.47</u></u>
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Lake Elsinore San Jacinto Watersheds Authority
LE/CL TMDL Invoice History
FYE 2009 - 2015

Agency	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15
March ARB	10,000.00	10,000.00	10,000.00	10,000.00	13,050.00	12,500.00	35,226.00
CalTrans	10,000.00	10,000.00	10,000.00	10,000.00	13,050.00	12,500.00	28,656.00
City of Beaumont	2,957.00	3,940.00	4,719.53	3,900.00	1,865.00	19,263.00	24,280.00
City of Canyon Lake	3,670.00	4,890.00	4,109.46	3,396.00	644.00	18,389.00	34,863.00
City of Hemet	22,308.00	29,723.00	27,460.77	22,696.00	6,286.00	18,175.00	25,510.00
City of Lake Elsinore	21,403.00	67,782.00	89,889.28	73,133.00	-	19,381.00	30,580.00
City of Menifee	-	-	24,752.77	20,458.00	23,649.00	44,155.00	55,821.00
City of Moreno Valley	50,638.00	67,469.00	63,546.31	52,520.00	15,425.00	103,565.00	113,058.00
City of Murrieta	2,006.00	2,673.00	786.96	650.00	-	12,426.00	24,280.00
City of Perris	15,000.00	19,985.00	20,060.94	16,580.00	5,752.00	18,869.00	26,739.00
City of Riverside	2,071.00	2,759.00	3,587.28	2,965.00	1,575.00	17,641.00	24,280.00
City of San Jacinto	9,565.00	12,744.00	13,470.59	11,133.00	4,315.00	19,487.00	24,280.00
City of Wildomar	-	-	4,668.93	3,859.00	4,461.00	8,307.00	19,528.00
County of Riverside	57,352.00	76,415.00	39,829.77	32,919.00	-	30,165.00	36,469.00
Dept of Fish and Game	10,000.00	10,000.00	10,000.00	10,000.00	13,050.00	12,500.00	18,435.00
Eastern Municipal Water District	10,000.00	10,000.00	10,000.00	10,000.00	13,050.00	12,500.00	16,225.00
Elsinore Valley Municipal Water District	13,656.00	57,460.00	75,294.20	61,070.00	-	12,500.00	16,225.00
March JPA	10,000.00	10,000.00	10,000.00	10,000.00	13,050.00	12,500.00	24,485.00
San Jacinto Agricultural Operators *	159,074.00	-	-	143,320.00	28,278.00	12,500.00	47,549.00
San Jacinto Dairy & CAFO Operators *	41,634.00	37,252.80	25,000.00	10,000.00	10,211.00	12,500.00	16,225.00
Total	451,334.00	433,092.80	447,176.79	508,599.00	167,711.00	429,823.00	642,714.00
Total Paid Contributions	451,334.00	433,092.80	447,176.79	379,290.00	167,711.00	429,823.00	642,714.00
Total Outstanding Contributions	-	-	-	129,309.00	-	-	-

Lake Elsinore/San Jacinto Watershed Authority
Statement of Net Assets
For the Nine Months Ending Tuesday, March 31, 2015

Assets

Checking - US Bank	\$140,431.87
L.A.I.F.	558,854.60
Accounts Receivable	55,821.00
Total Assets	<u>\$755,107.47</u>

Liabilities

Accounts Payable	<u>82,188.04</u>
Total Liabilities	<u>\$82,188.04</u>

Retained Earnings	453,999.74
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Excess Revenue over (under) Expenditures	<u>\$218,919.69</u>
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Total Net Assets	<u>\$672,919.43</u>
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Total Liabilities and Net Assets	<u>\$755,107.47</u>
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Lake Elsinore/San Jacinto Watershed Authority
Revenues, Expenses and Changes in Net Assets
For the Nine Months Ending Tuesday, March 31, 2015

	Period Actual	YTD Actual	Annual Budget	% Used	Budget Variance
Revenues					
State Grant Proceeds	\$0.00	\$0.00	\$210,148.00	0.00%	\$210,148.00
LAIF Interest	0.00	660.88	800.00	82.61%	139.12
Member Agency Contributions	10,000.00	198,137.00	70,000.00	283.05%	(128,137.00)
Other Agency Contributions	0.00	460,803.00	444,744.00	103.61%	(16,059.00)
Total Revenues	\$10,000.00	\$659,600.88	\$725,692.00	90.89%	\$66,091.12
Expenses					
Salaries - Regular	7,407.83	45,857.91	55,253.00	83.00%	9,395.09
Payroll Burden	3,400.19	21,048.76	25,363.00	82.99%	4,314.24
Overhead	11,622.89	71,951.08	86,692.00	83.00%	14,740.92
Audit Fees	0.00	5,500.00	5,500.00	100.00%	0.00
Consulting - General	31,312.18	293,092.31	569,634.00	51.45%	276,541.69
Legal Fees	0.00	918.75	1,500.00	61.25%	581.25
Meeting & Conference Expense	0.00	61.00	100.00	61.00%	39.00
Shipping & Postage	0.00	0.00	50.00	0.00%	50.00
Office Supplies	0.00	162.35	60.00	270.58%	(102.35)
Other Expense	0.00	0.00	50.00	0.00%	50.00
Insurance Expense	0.00	2,068.00	2,572.00	80.40%	504.00
Interest Expense	0.00	21.03	50.00	42.06%	28.97
Total Expenditures	\$53,743.09	\$440,681.19	\$746,824.00	59.01%	\$306,142.81
Excess Revenue over (under) Expenditures	(\$43,743.09)	\$218,919.69	(\$21,132.00)	-1035.96%	(\$240,051.69)

Lake Elsinore San Jacinto Watersheds Authority
Revenues, Expenses and Changes in Net Assets by Project
For the Month Ending March 31, 2015

	JPA	TMDL				Budget	% Used	Budget
	Administration	Task Force	Total					Variance
Revenues								
State Grant Proceeds	\$ -	\$ -	\$ -	\$ 210,148.00	0.00%	\$ 210,148.00		
LAIF Interest	660.88	-	660.88	800.00	82.61%	139.12		
Member Agency Contributions	80,000.00	118,137.00	198,137.00	70,000.00	283.05%	(128,137.00)		
Other Agency Contributions	-	460,803.00	460,803.00	444,744.00	103.61%	(16,059.00)		
Total Revenues	\$ 80,660.88	\$ 578,940.00	\$ 659,600.88	\$ 725,692.00	90.89%	\$ 66,091.12		
Expenditures								
Salaries	\$ 17,803.53	\$ 28,054.38	\$ 45,857.91	\$ 55,253.00	83.00%	\$ 9,395.09		
Benefits	8,171.81	12,876.95	21,048.76	25,363.00	82.99%	4,314.24		
G&A Allocation	27,933.75	44,017.33	71,951.08	86,692.00	83.00%	14,740.92		
Audit Fees	5,500.00	-	5,500.00	5,500.00	100.00%	-		
Consulting	8,469.46	284,622.85	293,092.31	569,634.00	51.45%	276,541.69		
Studies	-	-	-	-	0.00%	-		
Other Contract Services	-	-	-	-	0.00%	-		
Legal Fees	918.75	-	918.75	1,500.00	0.00%	581.25		
Project Construction	-	-	-	-	0.00%	-		
Meeting & Conference Expense	61.00	-	61.00	100.00	61.00%	39.00		
Office Expense	162.35	-	162.35	110.00	147.59%	(52.35)		
Board Compensation	-	-	-	-	0.00%	-		
Other Expense	-	-	-	50.00	0.00%	50.00		
Insurance Expense	2,068.00	-	2,068.00	2,572.00	80.40%	504.00		
Interest Expense	21.03	-	21.03	50.00	42.06%	28.97		
Total Expenditures	\$ 71,109.68	\$ 369,571.51	\$ 440,681.19	\$ 746,824.00	59.01%	\$ 306,142.81		
Excess Revenue over (under) Expenditures	\$ 9,551.20	\$ 209,368.49	\$ 218,919.69	\$ (21,132.00)	-1035.96%	\$ (240,051.69)		
Cash Balance @ 03/31/15	\$ 53,019.01	\$ 646,267.46	\$ 699,286.47					

**Lake Elsinore San Jacinto
Watersheds Authority
Disbursements
March 31, 2015**

Check #	Check Date	Type	Vendor	Check Amount
1000	03/06/15	CHK	O'Reilly Public Relations	\$ 525.00
1001	03/16/15	CHK	Regents of the Univ of Calif	\$ 281.31
1002	03/26/15	CHK	MWH Americas, Inc.	\$ 4,575.02
1003	03/26/15	CHK	O'Reilly Public Relations	\$ 2,046.25
EFT001	03/16/15	CHK	Risk Sciences	\$ 11,273.86
EFT002	03/16/15	CHK	Santa Ana Watershed Project Authority	\$ 18,534.18
EFT003	03/16/15	CHK	Weston Solutions Inc	\$ 8,269.77

Total Disbursements March 2015

\$ 45,505.39

LESJWA BOARD MEMORANDUM NO. 769

DATE: June 18, 2015

SUBJECT: Education and Outreach Program – Consultant Support

TO: LESJWA Board of Directors

FROM: Mark R. Norton, P.E., Authority Administrator

RECOMMENDATION

Staff recommends that the Board of Directors approve a multi-year Task Order No. DEGR477-01 with DeGrave Communications for an amount not-to-exceed \$20,000/yr for the LESJWA Education and Outreach Program for Fiscal Years 2015-16, 2016-17, and 2017-18.

BACKGROUND

On April 16, 2015, the LESJWA Board directed staff to issue an RFP for LESJWA Education and Outreach services for the next three years with an option to continue services two years thereafter. This was done to ensure that LESJWA conducts a fair, open and competitive procurement process for outside consulting services based on the recommendation of LESJWA's Education and Outreach Committee.

A Request for Proposals was released on May 1, 2015 to 14 firms in the region. From the RFP, only one firm responded to the RFP with a proposal. The LESJWA Education and Outreach Committee met on June 10th to interview Liselle DeGrave, Public Relations Consultant of DeGrave Communications, about her proposal and to ensure that she had the ability, expertise, and skills necessary to conduct this work.

Based on the interview of the consulting firm, the LESJWA Education and Outreach Committee recommends that the LESJWA Board approve a three year Task Order with DeGrave Communications to conduct LESJWA Education and Outreach activities as defined in the attached scope of work, with the option to continue the work an additional two years based on approval by the LESJWA Board and staff of DeGrave Communications meeting LESJWA education and outreach needs and expectations.

Attached is an Agreement for Services and the first of three fiscal year task orders, Task Order No. DEGR477-01 with DeGrave Communications for the LESJWA Board's consideration.

BUDGET IMPACT

A budget of \$20,000 for LESJWA Education and Outreach support services is included in the approved LESJWA FY 2015-16 Budget.

MN:dm

Attachments:

1. Agreement for Services
2. Task Order No. DEGR477-01

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AGREEMENT FOR SERVICES BY INDEPENDENT CONSULTANT

THIS AGREEMENT is made this **18th day of June, 2015** by and between the **Lake Elsinore & San Jacinto Watersheds Authority (LESJWA)** whose address is 11615 Sterling Avenue, Riverside, Calif. 92503, and **DeGrave Communications** whose address is 40575 Cal Oaks Road, D-2 #137, Murrieta, CA 92562.

RECITALS

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the parties to this Agreement:

A. LESJWA desires to engage the professional services of Consultant to perform such professional consulting services as may be assigned, from time to time, by LESJWA in writing.

B. Consultant agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement and has represented and warrants to LESJWA that Consultant possesses the necessary skills, qualifications, personnel, and equipment to provide such services.

C. The services to be performed by Consultant shall be specifically described in one or more written Task Orders issued by LESJWA to Consultant pursuant to this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, LESJWA and Consultant agree as follows:

ARTICLE I **TERM OF AGREEMENT**

1.01 Term of Agreement. This agreement shall become effective on the date first above written and shall continue until **December 31, 2020**, unless extended or sooner terminated as provided for herein.

ARTICLE II **SERVICES TO BE PERFORMED**

2.01 Consultant agrees to provide such professional consulting services as may be assigned, from time to time, in writing by the Board and the Authority Administrator of LESJWA. Each such assignment shall be made in the form of a written Task Order. Each such Task Order shall include, but shall not be limited to, a description of the nature and scope of the services to be performed by Consultant, the amount of compensation to be paid, and the expected time of completion.

2.02 Consultant may, at Consultant's sole cost and expense, employ such competent and qualified independent professional associates, subcontractors, and consultants as Consultant deems necessary to perform each such assignment; provided, however, that Consultant shall not subcontract any of the work to be performed without the prior written consent of LESJWA.

ARTICLE III **COMPENSATION**

3.01 In consideration for the services to be performed by Consultant, LESJWA agrees to pay Consultant as provided for in each Task Order.

3.02 Each Task Order shall specify a total not-to-exceed sum of money and shall be based upon the regular hourly rates customarily charged by Consultant to its clients, as set forth on an exhibit to be attached to each Task Order issued to Consultant.

3.03 Consultant shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in any Task Order unless approved in advance by the Board of Directors and Authority Administrator of LESJWA, in writing.

3.04 Unless otherwise provided for in any Task Order issued pursuant to this Agreement, payment of compensation earned shall be made in monthly installments after receipt from Consultant of a timely, detailed, corrected, written invoice by LESJWA's Project Manager, describing, without limitation, the services performed, the time spent performing such services, the hourly rate charged therefore, and the identity of individuals performing such services for the benefit of LESJWA. Such invoices shall also include a detailed itemization of expenses incurred. Upon approval by an authorized SAWPA employee, SAWPA will pay within 30 days after receipt of a valid invoice from Consultant.

ARTICLE IV **OBLIGATIONS OF CONSULTANT**

4.01 Consultant agrees to perform all assigned services in accordance with the terms and conditions of this Agreement and those specified in each Task Order.

4.02 Except as otherwise provided for in each Task Order, Consultant will supply all personnel and equipment required to perform the assigned services.

4.03 Consultant shall be solely responsible for the health and safety of its employees and agents in performing the services assigned by LESJWA. Consultant hereby covenants and agrees to:

- a. Obtain a comprehensive general liability policy and automobile insurance policy, including contractual coverage, with combined single limits for bodily injury and property damage in an amount of not less than \$1,000,000.00. Such policy shall name LESJWA, and any other interested and related party designated by LESJWA, as an additional insured, with any right to subrogation waived as to LESJWA and such designated interested and related party;
- b. Obtain a policy of professional liability insurance in a minimum amount of \$1,000,000.00 per claim or occurrence to cover any negligent acts or omissions committed by Consultant, its employees and/or agents in the performance of any services for LESJWA;
- c. Comply with all local, State and Federal laws, rules and regulations;
- d. Provide worker's compensation insurance or a California Department of Insurance-approved self-insurance program in an amount and form that meets all applicable Labor Code requirements, covering all persons or entities providing services on behalf of the Consultant's and all risks to such persons or entities.
- e. Consultant shall require any subcontractor that Consultant uses for work performed for LESJWA under this Agreement or related Task Order to obtain the insurance coverages specified above.
- f. Consultant hereby agrees to waive subrogation which any insurer of Consultant may seek to require from Consultant by virtue of the payment of any loss. Consultant shall obtain an endorsement that may be necessary to give effect to this waiver of subrogation. In addition, the Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of LESJWA for all work performed by Consultant, and its employees, agents and subcontractors.

All such insurance policy or policies shall be issued by a responsible insurance company with a minimum A. M. Best Rating of "A-" Financial Category "X", and authorized and admitted to do business in, and regulated by, the State of California. If the insurance company is not admitted in the State of California, it must be on the List of Eligible Surplus Line Insurers (LESLI), shall have a minimum A.M. Best Rating of "A", Financial Category "X", and shall be domiciled in the United States, unless otherwise approved by LESJWA in writing. Each such policy of insurance shall expressly provide that it shall be primary and noncontributory with any policies carried by LESJWA and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of LESJWA that might otherwise result in forfeiture of coverage. Evidence of all insurance coverage shall be provided to LESJWA prior to issuance of the first Task Order. Such policies shall provide that they shall not be canceled or amended without 30 day prior written notice to LESJWA. Consultant acknowledges and agrees that such insurance is in addition to Consultant's obligation to fully indemnify and hold LESJWA free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the negligence, recklessness, or willful misconduct of Consultant in performing services assigned by LESJWA.

4.04 Consultant hereby covenants and agrees that LESJWA, its officers, employees, and agents shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injury or death caused by, or resulting from, or claimed to have been caused by or resulting from, any negligent act or omission of Consultant. Further, Consultant hereby covenants and agrees to fully indemnify and save LESJWA, its agents, officers and employees, free and harmless from and against any and all of the foregoing liabilities or claims of any kind, and shall reimburse LESJWA for all costs or expenses that LESJWA incurs (including attorneys' fees) on account of any of the foregoing liabilities, including liabilities or claims made by reason of defects in the performance of consulting services pursuant to this Agreement, unless the liability or claim is proximately caused by LESJWA's negligent act or omission.

4.05 In the event that LESJWA requests that specific employees or agents of Consultant supervise or otherwise perform the services specified in each Task Order, Consultant shall ensure that such individual (or individuals) shall be appointed and assigned the responsibility of performing the services.

4.06 In the event Consultant is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished with a registered professional engineer's number and shall conform to local, State and Federal laws, rules and regulations. Consultant shall obtain all necessary permits and approvals in connection with this Agreement, any Task Order or Change Order. However, in the event LESJWA is required to obtain such an approval or permit from another governmental entity, Consultant shall provide all necessary supporting documents to be filed with such entity, and shall facilitate the acquisition of such approval or permit.

ARTICLE V

OBLIGATIONS OF LESJWA

5.01 LESJWA shall

- a. Furnish all existing studies, reports and other available data pertinent to each Task Order that are in LESJWA's possession;
- b. Designate a person to act as liaison between Consultant and the Authority Administrator and Board of Directors of LESJWA.

ARTICLE VI

ADDITIONAL SERVICES, CHANGES AND DELETIONS

6.01 During the term of this Agreement, the Board of Directors of LESJWA may, from time to time and without affecting the validity of this Agreement or any Task Order issued pursuant thereto, order changes, deletions, and additional services by the issuance of written Change Orders authorized and approved by the Board of Directors of LESJWA, or in some occurrences such as term extensions, the Authority Administrator.

6.02 In the event Consultant performs additional or different services than those described in any Task Order or authorized Change Order without the prior written approval of the Board of LESJWA, Consultant shall not be compensated for such services.

6.03 Consultant shall promptly advise LESJWA as soon as reasonably practicable upon gaining knowledge of a condition, event, or accumulation of events, which may affect the scope and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions, and/or requests for additional services shall be reduced to writing for review and approval or rejection by the Board of Directors of LESJWA.

6.04 In the event that LESJWA orders services deleted or reduced, compensation shall be deleted or reduced by a comparable amount as determined by LESJWA and Consultant shall only be compensated for services actually performed. In the event additional services are properly authorized, payment for the same shall be made as provided in Article III above.

ARTICLE VII
CONSTRUCTION PROJECTS:
CHANGE ORDERS FOR CONSTRUCTION CONSULTANT

7.01 In the event LESJWA authorizes Consultant to perform construction management services for LESJWA, Consultant may determine, in the course of providing such services, that a Change Order should be issued to the construction contractor, or Consultant may receive a request for a Change Order from the construction contractor. Consultant shall, upon receipt of any requested Change Order or upon gaining knowledge of any condition, event, or accumulation of events, which may necessitate issuing a Change Order to the construction contractor, promptly consult with the liaison, Authority Administrator and Board of LESJWA. No Change Order shall be issued or executed without the prior approval of the Board of Directors of LESJWA.

ARTICLE VIII
TERMINATION OF AGREEMENT

8.01 In the event the time specified for completion of an assigned task in a Task Order exceeds the term of this Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to complete such Task Order, and thereupon this Agreement shall automatically terminate without further notice.

8.02 Notwithstanding any other provision of this Agreement, LESJWA, at its sole option, may terminate this Agreement at any time by giving 10 day written notice to Consultant, whether or not a Task Order has been issued to Consultant.

8.03 In the event of termination, the payment of monies due Consultant for work performed prior to the effective date of such termination shall be paid after receipt of an invoice as provided in this Agreement.

ARTICLE IX
STATUS OF CONSULTANT

9.01 Consultant shall perform the services assigned by LESJWA in Consultant's own way as an independent contractor, and in pursuit of Consultant's independent calling, and not as an employee of LESJWA. Consultant shall be under the control of LESJWA only as to the result to be accomplished and the personnel assigned to perform services. However, Consultant shall regularly confer with LESJWA's liaison, Authority Administrator, and Board of Directors as provided for in this Agreement.

9.02 Consultant hereby specifically represents and warrants to LESJWA that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional consulting organization rendering the same or similar services. Further, Consultant represents and warrants that the individual signing this Agreement on behalf of Consultant has the full authority to bind Consultant to this Agreement.

ARTICLE X
AUDIT; OWNERSHIP OF DOCUMENTS

10.01 All draft and final reports, plans, drawings, specifications, data, notes, and all other documents of any kind or nature prepared or developed by Consultant in connection with the performance of services assigned to it by LESJWA are the sole property of LESJWA, and Consultant shall promptly deliver all such materials to LESJWA. Consultant may retain copies of the original documents, at its option and expense.

10.02 Consultant shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records, and vouchers and all other records with respect to all matters concerning services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as LESJWA may deem necessary, Consultant shall make available to LESJWA's agents for examination of all such records and will permit LESJWA's to audit, examine and reproduce such records.

ARTICLE XI
MISCELLANEOUS PROVISIONS

11.01 This Agreement supersedes all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by Consultant for LESJWA and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

11.02 Consultant shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of LESJWA. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

11.03 In the event Consultant is an individual person, and Consultant dies prior to completion of this Agreement or any Task Order issued hereunder, any monies earned that may be due Consultant from LESJWA as of the date of death will be paid to Consultant's estate.

11.04 Time is of the essence in the performance of services required hereunder. Extensions of time within which to perform services may be granted by LESJWA if requested by Consultant and agreed to in writing by LESJWA. All such requests must be documented and substantiated and will only be granted as the result of unforeseeable and unavoidable delays not caused by the lack of foresight on the part of Consultant.

11.05 Consultant shall comply with all local, state and federal laws, rules and regulations including those regarding nondiscrimination and the payment of prevailing wages.

11.06 LESJWA expects that Consultant will devote its full energies, interest, abilities and productive time to the performance of its duties and obligations under Agreement, and shall not engage in any other consulting activity that would interfere with the performance of Consultant's duties under this Agreement or create any conflicts of interest. If required by law, Consultant shall file Conflict of Interest Statements with LESJWA.

11.07 Any dispute which may arise by and between LESJWA and the Consultant, including the Consultant's associates, subcontractor or other consultants, shall be submitted to binding arbitration. Arbitration shall be conducted by the Judicial Arbitration and Mediation Service, Inc., or its successor, or any other neutral, impartial arbitration service that the parties mutually agree upon, in accordance with its rules in effect at the time of the commencement of the arbitration proceeding, and as set forth in this paragraph. The arbitrator must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. The arbitrator's decision and award are subject to judicial review by a Superior Court of competent venue and jurisdiction only for material errors of fact or law in accordance with Section 1296 of the Code of Civil Procedure. Limited discovery may be permitted upon a showing of good cause and approved by the assigned arbitrator. Unless the parties stipulate to the contrary, prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation, conducted by the Judicial Arbitration and Mediation Services, Inc., or its successor, or any other neutral, impartial mediation service that the parties mutually agree upon, in accordance with their rules and procedures for such mediation.

11.08 During the performance of the Agreement, Consultant, and its subcontractors, shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Consultant, and its subcontractors, shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant, and its subcontractors, shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12290 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 et seq., set forth in Chapter 5 of Division 4 of

Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant, and its subcontractors, shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

IN WITNESS WHEREOF, the parties hereby have made and executed this *Agreement for Services* as of the day and year first above-written.

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY

By _____
Robert Magee, LESJWA Chair Date

DEGRAVE COMMUNICATIONS

By _____
Liselle DeGrave, Principal Date

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY
TASK ORDER NO. DEGR477-01

CONSULTANT: DeGrave Communications
40575 Cal Oaks Road, D-2 #137
Murrieta, CA 92562

VENDOR NO. 1733

COST: \$20,000 for FY 2015-2016*

PAYMENT: Upon receipt of proper invoice

REQUESTED BY: Mark Norton, Authority Administrator

June 18, 2015

FINANCE: _____
Karen Williams, CFO Date

FINANCING SOURCE:	Acct. Coding	150-NON-C-6113-01
	Acct. Description	General Consulting

BOARD AUTHORIZATION REQUIRED: YES (X) NO ()

Funding for this work was authorized by Board Memo LES769.

This Task Order is issued by the Lake Elsinore & San Jacinto Watersheds Authority (hereafter “LESJWA”) to **DeGrave Communications** (hereafter “Consultant”) pursuant to the Agreement between LESJWA and Consultant entitled *Agreement for Services*, dated June 18, 2015 (*expires 12-31-20*).

I. PROJECT NAME OR DESCRIPTION

Education and Outreach Consulting Services for FY 2015-2016.

II. SCOPE OF WORK / TASKS TO BE PERFORMED

Consultant shall provide all labor, materials, and equipment for the Project to perform the task of developing a public relations and communications plan for the Lake Elsinore & San Jacinto Watersheds Authority (LESJWA), as detailed in Attachment A - Scope of Work.

The Scope of Work tasks are subject to approval by the Education and Outreach Committee and may be subject to modification depending on LESJWA's communications needs.

Please refer to Appendix X for acceptable deliverable formats, found at www.sawpa.org/html/e_req.htm

III. PERFORMANCE TIME FRAME

Consultant shall begin work within five days of the date this Task Order is signed by the Authorized Officer, and shall complete performance of such services by or before **June 30, 2016**.

IV. LESJWA LIAISON

Mark Norton shall serve as liaison between LESJWA and Consultant.

V. COMPENSATION

For all services rendered by Consultant pursuant to this Task Order, Consultant shall receive a total not-to-exceed sum of **\$20,000** in accordance with the rate schedule/compensation budget (Attachment B). **The total contract value is \$60,000; \$20,000 per year for three years, ending FY 2017-18, with an option to contract for two years beyond that time.*

Payment for such services shall be made within 30 days upon receipt of proper and timely invoices from Consultant, as required by the above-mentioned Agreement. Each such invoice shall be provided to LESJWA by Consultant within 15 days after the end of the month in which the services were performed.

VI. CONTRACT DOCUMENTS PRECEDENCE

In the event of a conflict in terms between and among the contract documents herein, the document item highest in precedence shall control. The precedence shall be:

- a. The Agreement for Services by Independent Consultant/Contractor.
- b. The Task Order or Orders issued pursuant to the Agreement, in numerical order.
- c. Exhibits attached to each Task Order, which may describe, among other things, the Scope of Work and compensation therefore.
- d. Specifications incorporated by reference.
- e. Drawings incorporated by reference.

In witness whereof, the parties have executed this Task Order on the date indicated below.

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY

Robert Magee, LESJWA Chair

Date

DEGRAVE COMMUNICATIONS

Liselle DeGrave, Principal

Date



SCOPE OF WORK

COMMUNICATIONS PLAN

DeGrave Communications will develop a public relations and communications plan specifically created for LESJWA. DeGrave Communications recognizes the challenges that the Joint Powers Authority is currently facing in regards to the drought and water quality concerns. We will identify those challenges to seek solutions to remedy them through outreach aimed at improving public education. Having a strong plan is the foundation for successful outreach to improve and maintain public perception.

The plan will include elements to address outreach methods that include: media relations, community relations, revising collateral materials, issues management and tracking the success of the programs. The plan will have elements of measurement to include pre and post-test measures (wherever relevant) to evaluate change in stakeholder perception. Key components will include: executive summary, situational analysis, goals, objectives, key messages, target audiences, tactics and as mentioned, measurement. The plan will take 3-4 weeks to complete. Upon completion and adoption of the plan, it will be ready for implementation.

Outreach support includes, but is not limited to:

- Media Outreach
 - ✓Develop media list (include local and surrounding areas)
 - ✓Develop time-sensitive, news worthy pitches
 - ✓Draft news releases
 - ✓Pitch media
 - ✓Secure stories
- Community Outreach
 - ✓Develop/revise materials for local/regional events
 - ✓Distribute materials at community events
 - ✓LESJWA Water Summit Event
- Business
 - ✓Draft stories for local chambers
 - ✓Develop materials for local chambers/businesses
 - ✓Submit updates to Riverside County Board of Supervisors

TASK 1- Conduct Outreach Services in Canyon Lake and Lake Elsinore

DeGrave Communications will work closely with the LESJWA team to create new, updated materials to address current information. After evaluating the goals of the organization and objectives stated in the plan, the DeGrave Communications team will create updated collateral materials on an as needed bases and budget permitting schedule.

DeGrave Communications will set-up, staff and operate LESJWA information booths at various events, including EVMWD Splash into Spring and the SAWPA/ OWOW annual conference. In order to be effective communicators and brand ambassadors for LESJWA, DeGrave Communications Staff will be trained in understanding the Organization.

TASK 2 – Address Canyon Lake and Lake Elsinore Community Members Through Media Outreach

DeGrave Communications will work with LESJWA to create a media relations plan to highlight relevant and timely opportunities for the organization to be highlighted in local and regional media. The plan will include all aspects of media relations: news releases/media advisory/public service announcement writing, media pitching, securing media coverage, coordinating media briefings, in addition to supporting during times of crisis with media management.

All media outreach will be focused on the specific goals of the organization, while tying them in to relevant, timely, newsworthy issues, therefore increasing the opportunity for coverage.

DeGrave Communications will prepare an updated social media video to highlight any organizational changes.



TASK 3 - Prepare Materials and Coordinate the LESJWA Water Summit Event Planning

DeGrave Communications will manage all aspects of the annual LESJWA Water Summit, as requested. We will create and distribute electronic invitations, manage the RSVP list, develop and assemble informational packets for attendees, manage media (promote event, pitch interview opportunities, work towards securing coverage), provide logistical support prior-to and during the event, work with all vendors (caterer, rentals, décor) to create an event that represents the goals of organization.

TASK 4 – Provide Outreach and Administration for Project Management Purposes

DeGrave Communications will serve LESJWA by offering feedback in regards to program effectiveness. Monthly activity reports will be provided to LESJWA with accomplished monthly tasks and outreach efforts, and effectiveness. DeGrave Communications will meet with the Board and provide strategic counsel as needed, in addition to attending quarterly meetings with the Education and Outreach Committee. A mid-year overall program evaluation will be presented in January 2016.

TASK 5 – Provide Issues Management Services

DeGrave Communications will work to foresee possible crises' that may arise. By being prepared and proactive for various issues that can be potential crises, the crisis can be diverted into a controlled and well-managed opportunity to demonstrate the Organization's effective management of the watershed. Staff will be available to serve to counsel and support as needed during issue management and potentially critical times.

ON-GOING PUBLIC OUTREACH SUPPORT

Upon acceptance of a contract with LESJWA, DeGrave Communications will be available to begin support to staff/ Board to assist with outreach efforts identified in the plan, as well as additional staff support on an as-needed basis. Communications strategies mentioned in the plan will focus on the goals of LESJWA, with an emphasis on highlighting the positive and proactive happenings of the organizations. DeGrave Communications will also leverage existing drought campaigns, spearheaded by Metropolitan Water District, to provide stakeholders with information in a cost-effective manner.

PROJECT SCHEDULE

2015	July	August	September	October	November	December
Evaluation of Current Outreach	X					
Develop Communication Plan	X					
Develop Media Relations Plan	X					
On-going Outreach Support	X	X	X	X	X	X
Submit Monthly Activity Report	X	X	X	X	X	X
Implement of Media Rel. Plan		X	X	X	X	X
Implement Communication Plan		X	X	X	X	X
Evaluation of Collateral Materials		X				
Revision of Collateral Materials		X				
Board Meeting		X			X	
Produce Updated Video				X		
LESJWA Conference Planning						X

2016	January	February	March	April	May	June
On-going Outreach Support	X	X	X	X	X	X
Submit Monthly Activity Report	X	X	X	X	X	X
Implement of Media Rel. Plan		X	X	X	X	X
Implement Communication Plan		X	X	X	X	X
Evaluation of Collateral Materials						
Revision of Collateral Materials						
Board Meeting		X		X		
Produce Updated Video					X	
Evaluate Current Plan/Revise						
LESJWA Conference Planning	X	X	X	X	X	X

2016	July	August	September	October	November	December
On-going Outreach Support	X	X	X	X	X	X
Submit Monthly Activity Report	X	X	X	X	X	X
Implement of Media Rel. Plan		X	X	X	X	X
Implement Communication Plan		X	X	X	X	X
Evaluation of Collateral Materials		X				
Revision of Collateral Materials		X				
Board Meeting		X			X	
LESJWA Conference Planning						X

2017	January	February	March	April	May	June
On-going Outreach Support	X	X	X	X	X	X
Submit Monthly Activity Report	X	X	X	X	X	X
Implement of Media Rel. Plan		X	X	X	X	X
Implement Communication Plan		X	X	X	X	X
Evaluation of Collateral Materials						
Revision of Collateral Materials						
Board Meeting		X		X		
Produce Updated Video					X	
Evaluate Current Plan/Revise						
LESJWA Conference Planning	X	X	X	X	X	X

2017	July	August	September	October	November	December
On-going Outreach Support	X	X	X	X	X	X
Submit Monthly Activity Report	X	X	X	X	X	X
Implement of Media Rel. Plan		X	X	X	X	X
Implement Communication Plan		X	X	X	X	X
Evaluation of Collateral Materials		X				
Revision of Collateral Materials		X				
Board Meeting		X			X	
LESJWA Conference Planning						X

2018	January	February	March	April	May	June
On-going Outreach Support	X	X	X	X	X	X
Submit Monthly Activity Report	X	X	X	X	X	X
Implement of Media Rel. Plan		X	X	X	X	X
Implement Communication Plan		X	X	X	X	X
Evaluation of Collateral Materials						
Revision of Collateral Materials						
Board Meeting		X		X		
Produce Updated Video					X	
Evaluate Current Plan/Revise						
LESJWA Conference Planning	X	X	X	X	X	X



COMPENSATION BUDGET

July 2015

- **Evaluation of current communications outreach.**
10 hours x \$125 (principal) = \$1,250
 - **Develop communications outreach plan.**
10 hours x \$125 (principal) = \$1,250
 - **Develop media relations plan.**
4 hours x \$125 (principal) = \$500
 - **Research business-to-business outreach opportunities (chambers, local organizations).**
4 hours x \$30 (coordinator) = \$120
 - **Submit monthly activity report.**
2 hours x \$65 (executive) = \$130
- TOTAL JULY: \$ 3,250**

August 2015

- **Implementation of media relations plan/ outreach.**
2 hours x \$30 (coordinator) = \$60
 - **Evaluation of current collateral materials.**
2 hours x \$125 (principal) = \$250
 - **Revision of current collateral materials.**
10 hours x \$125 (principal) = \$1,250
15 hours x \$95 (graphic) = \$1,425
 - **On-going outreach support, as needed.**
2 hours x \$30 (coordinator) = \$60
 - **Submit /prepare monthly activity report.**
2 hours x \$65 (executive) = \$130
 - **Prep materials for Board meeting.**
2 hours x \$30 (coordinator) = \$60
 - **Attend Board meeting.**
2 hours x \$125 (principal) = \$250
- TOTAL AUGUST: \$ 3,485**

September 2015

- **Implementation of media relations plan/ outreach.**
2 hours x \$30 (coordinator) = \$60
 - **Implementation of communications outreach plan.**
2 hours x \$30 (coordinator) = \$60
 - **On-going outreach support, as needed.**
2 hours x \$30 (coordinator) = \$60
 - **Submit/prepare monthly activity report.**
2 hours x \$65 (executive) = \$130
- TOTAL SEPTEMBER: \$ 310**



October 2015

- **Implementation of media relations plan/ outreach.**
2 hours x \$30 (coordinator) = \$60
- **Implementation of communications outreach plan.**
2 hours x \$30 (coordinator) = \$60
- **On-going outreach support, as needed.**
2 hours x \$30 (coordinator) = \$60
- **Submit/prepare monthly activity report.**
2 hours x \$65 (executive) = \$130
- **Production of video.**
\$2,000

TOTAL OCTOBER: \$ 2,310

November 2015

- **Implementation of media relations plan/ outreach.**
2 hours x \$30 (coordinator) = \$60
- **Implementation of communications outreach plan.**
2 hours x \$30 (coordinator) = \$60
- **On-going outreach support, as needed.**
2 hours x \$30 (coordinator) = \$60
- **Create mid-year evaluation report.**
2 hours x \$125 (principal) = \$250
- **Submit/prepare monthly activity report.**
2 hours x \$65 (executive) = \$130
- **Prep materials for Board meeting.**
2 hours x \$30 (coordinator) = \$60
- **Attend Board meeting.**
2 hours x \$125 (principal) = \$250

TOTAL NOVEMBER: \$ 870

December 2015

- **Implementation of media relations plan/ outreach.**
2 hours x \$30 (coordinator) = \$60
- **Implementation of communications outreach plan.**
2 hours x \$30 (coordinator) = \$60
- **On-going outreach support, as needed.**
2 hours x \$30 (coordinator) = \$60
- **Begin planning for LESJWA Summit event.**
5 hours x \$30 (coordinator) = \$150
2 hours x \$65 (executive) = \$130
1 hour x \$125 (principal) = \$125
- **Present mid-year evaluation report.**
1 hour x \$125 (principal) = \$125
- **Submit/prepare monthly activity report.**
2 hours x \$65 (executive) = \$130

TOTAL DECEMBER: \$ 740

January 2016

- **Implementation of media relations plan/ outreach.**
2 hours x \$30 (coordinator) = \$60
- **Implementation of communications outreach plan.**
2 hours x \$30 (coordinator) = \$60
- **On-going outreach support, as needed.**
2 hours x \$30 (coordinator) = \$60
- **On-going planning for LESJWA Summit (create invite list, e-invite, vendor relations).**
5 hours x \$30 (coordinator) = \$150
2 hours x \$65 (executive) = \$130
1 hour x \$125 (principal) = \$125
- **Submit/prepare monthly activity report.**
2 hours x \$65 (executive) = \$130

TOTAL JANUARY: \$ 715

February 2016

- **Implementation of media relations plan/ outreach.**
2 hours x \$30 (coordinator) = \$60
- **Implementation of communications outreach plan.**
2 hours x \$30 (coordinator) = \$60
- **On-going outreach support, as needed.**
2 hours x \$30 (coordinator) = \$60
- **On-going planning for LESJWA Summit (create invite list, e-invite, vendor relations).**
5 hours x \$30 (coordinator) = \$150
2 hours x \$65 (executive) = \$130
1 hour x \$125 (principal) = \$125
- **Submit/prepare monthly activity report.**
2 hours x \$65 (executive) = \$130
- **Prep materials for Board meeting.**
2 hours x \$30 (coordinator) = \$60
- **Attend Board meeting.**
2 hours x \$125 (principal) = \$250

TOTAL FEBRUARY: \$ 925

March 2016

- **Implementation of media relations plan/ outreach.**
2 hours x \$30 (coordinator) = \$60
- **Implementation of communications outreach plan.**
2 hours x \$30 (coordinator) = \$60
- **On-going outreach support, as needed.**
2 hours x \$30 (coordinator) = \$60
- **Attend/staff EVMWD Splash into Spring event.**
4 hours x \$30 (coordinator) = \$120
4 hours x \$65 (executive) = \$260
- **On-going planning for LESJWA Summit (create invite list, e-invite, vendor relations).**
5 hours x \$30 (coordinator) = \$150
2 hours x \$65 (executive) = \$130
1 hour x \$125 (principal) = \$125
- **Submit/prepare monthly activity report.**
2 hours x \$65 (executive) = \$130

TOTAL MARCH: \$ 2,618



April 2016

- **Implementation of media relations plan/ outreach.**
2 hours x \$30 (coordinator) = \$60
 - **Implementation of communications outreach plan.**
2 hours x \$30 (coordinator) = \$60
 - **On-going outreach support, as needed.**
2 hours x \$30 (coordinator) = \$60
 - **On-going planning for LESJWA Summit (create invite list, e-invite, vendor relations).**
5 hours x \$30 (coordinator) = \$150
2 hours x \$65 (executive) = \$130
1 hour x \$125 (principal) = \$125
 - **Submit/prepare monthly activity report.**
2 hours x \$65 (executive) = \$130
 - **Prep materials for Board meeting.**
2 hours x \$30 (coordinator) = \$60
 - **Attend Board meeting.**
2 hours x \$125 (principal) = \$250
- TOTAL APRIL: \$ 925**

May 2016

- **Implementation of media relations plan/ outreach.**
2 hours x \$30 (coordinator) = \$60
 - **Implementation of communications outreach plan.**
2 hours x \$30 (coordinator) = \$60
 - **On-going outreach support, as needed.**
2 hours x \$30 (coordinator) = \$60
 - **Evaluation of current 2015-2016 outreach.**
2 hours x \$125 (principal) = \$250
 - **Revise plan for 2016-2017.**
2 hours x \$125 (principal) = \$250
 - **Manage/attend/staff LESWJA Water Summit event.**
6 hours x \$30 (coordinator) = \$180
6 hours x \$65 (executive) = \$390
6 hour x \$125 (principal) = \$750
 - **Create mid-year evaluation report.**
2 hours x \$125 (principal) = \$250
 - **Submit/prepare monthly activity report.**
2 hours x \$65 (executive) = \$130
- TOTAL MAY: \$ 2,380**

June 2016

- **Implementation of media relations plan/ outreach.**
2 hours x \$30 (coordinator) = \$60
 - **Implementation of communications outreach plan.**
2 hours x \$30 (coordinator) = \$60
 - **On-going outreach support, as needed.**
2 hours x \$30 (coordinator) = \$60
 - **Submit/prepare monthly activity report.**
2 hours x \$65 (executive) = \$130
- TOTAL JUNE: \$ 310**



ADDITIONAL EXPENSES

Office Supplies	\$150
Printing of Collateral materials	\$1,000

TOTAL: **\$19,988**

Fee Structure

- Account Coordinator \$30 per hour
- Account Executive \$65 per hour
- Principal \$125 per hour

2016-2017 & 2017-2018 schedules to be determined May 2016 upon evaluation of 2015-2016 program. Plans will be similar to 2015-2016 plan with changes as needed.

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LESJWA BOARD MEMORANDUM NO. 770

DATE: June 18, 2015

SUBJECT: Regulatory Strategist and TMDL Compliance Support Services

TO: LESJWA Board of Directors

FROM: Mark R. Norton, P.E., Authority Administrator

RECOMMENDATION

Staff recommends that the Board of Directors approve a renewed Agreement for Services, and Task Order No. RISK160-09 with Tim Moore of Risk Sciences for an amount not-to-exceed \$136,560 for fiscal years 2015-16 and 2016-17 to serve as regulatory strategist and compliance expert to the Lake Elsinore and Canyon Lake TMDL Task Force.

BACKGROUND

Risk Sciences has provided important regulatory compliance support and facilitation to the Lake Elsinore and Canyon Lake (LE&CL) TMDL Task Force. As such, the Technical Advisory Committee (TAC) and the TMDL Task Force have reviewed and recommended for approval a new task order with LESJWA.

Under this Task Order, Risk Sciences will continue to work closely with the scientists and technical experts who are assisting the Task Force to implement actions to address the TMDLs. In FY 2015-16 and FY 2016-17, Mr. Moore will focus his effort to support the Task Force on the following tasks:

- 1) Revise and update the TMDL as part of the Triennial Review process.
- 2) Authorize the AgNMP and reauthorize the CNRP.
- 3) Prepare a TMDL progress report for submission in the spring of 2016.

This proposed scope-of-work and cost estimate are larger than our previous contract with the Task Force, as it is anticipated that revising and updating the TMDL will require about 25% more effort and travel than was budgeted in the recent past. This includes preparing for and participating in up to 16 meetings of the Task Force. A detailed summary of key tasks and a suggested schedule for FY 2015-16 and FY 2016-17 are included with the attached project Task Order.

BUDGET IMPACT

All funding for this Task Order is provided by the TMDL Task Force for an amount not-to-exceed \$136,560. All staff contract administration time for this work will be taken from the TMDL budget and funded by the TMDL stakeholders.

MN/RW:dm

Attachment:

1. Agreement for Services
2. Task Order No. RISK160-09

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AGREEMENT FOR SERVICES BY INDEPENDENT CONSULTANT

THIS AGREEMENT is made this **18th day of June, 2015** by and between the **Lake Elsinore & San Jacinto Watersheds Authority (LESJWA)** whose address is 11615 Sterling Avenue, Riverside, CA. 92503, and **Risk Sciences ("Consultant")** whose address is 125 New Dawn Road, Rockvale, TN 37153 .

RECITALS

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the parties to this Agreement:

A. LESJWA desires to engage the professional services of Consultant to perform such professional consulting services as may be assigned, from time to time, by LESJWA in writing.

B. Consultant agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement and has represented and warrants to LESJWA that Consultant possesses the necessary skills, qualifications, personnel, and equipment to provide such services.

C. The services to be performed by Consultant shall be specifically described in one or more written Task Orders issued by LESJWA to Consultant pursuant to this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, LESJWA and Consultant agree as follows:

ARTICLE I **TERM OF AGREEMENT**

1.01 Term of Agreement. This agreement shall become effective on the date first above written and shall continue until **December 31, 2019**, unless extended or sooner terminated as provided for herein.

ARTICLE II **SERVICES TO BE PERFORMED**

2.01 Consultant agrees to provide such professional consulting services as may be assigned, from time to time, in writing by the Board and the Authority Administrator of LESJWA. Each such assignment shall be made in the form of a written Task Order. Each such Task Order shall include, but shall not be limited to, a description of the nature and scope of the services to be performed by Consultant, the amount of compensation to be paid, and the expected time of completion.

2.02 Consultant may, at Consultant's sole cost and expense, employ such competent and qualified independent professional associates, subcontractors, and consultants as Consultant deems necessary to perform each such assignment; provided, however, that Consultant shall not subcontract any of the work to be performed without the prior written consent of LESJWA.

ARTICLE III **COMPENSATION**

3.01 In consideration for the services to be performed by Consultant, LESJWA agrees to pay Consultant as provided for in each Task Order.

3.02 Each Task Order shall specify a total not-to-exceed sum of money and shall be based upon the regular hourly rates customarily charged by Consultant to its clients, as set forth on an exhibit to be attached to each Task Order issued to Consultant.

3.03 Consultant shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in any Task Order unless approved in advance by the Board of Directors and Authority Administrator of LESJWA, in writing.

3.04 Unless otherwise provided for in any Task Order issued pursuant to this Agreement, payment of compensation earned shall be made in monthly installments after receipt from Consultant of a timely, detailed, corrected, written invoice by LESJWA's Project Manager, describing, without limitation, the services performed, the time spent performing such services, the hourly rate charged therefore, and the identity of individuals performing such services for the benefit of LESJWA. Such invoices shall also include a detailed itemization of expenses incurred. Upon approval by an authorized SAWPA employee, SAWPA will pay within 30 days after receipt of a valid invoice from Consultant.

ARTICLE IV **OBLIGATIONS OF CONSULTANT**

4.01 Consultant agrees to perform all assigned services in accordance with the terms and conditions of this Agreement and those specified in each Task Order.

4.02 Except as otherwise provided for in each Task Order, Consultant will supply all personnel and equipment required to perform the assigned services.

4.03 Consultant shall be solely responsible for the health and safety of its employees and agents in performing the services assigned by LESJWA. Consultant hereby covenants and agrees to:

- a. Obtain a comprehensive general liability policy and automobile insurance policy, including contractual coverage, with combined single limits for bodily injury and property damage in an amount of not less than \$1,000,000.00. Such policy shall name LESJWA, and any other interested and related party designated by LESJWA, as an additional insured, with any right to subrogation waived as to LESJWA and such designated interested and related party;
- b. Obtain a policy of professional liability insurance in a minimum amount of \$1,000,000.00 per claim or occurrence to cover any negligent acts or omissions committed by Consultant, its employees and/or agents in the performance of any services for LESJWA;
- c. Comply with all local, State and Federal laws, rules and regulations;
- d. ~~Provide worker's compensation insurance or a California Department of Insurance-approved self-insurance program in an amount and form that meets all applicable Labor Code requirements, covering all persons or entities providing services on behalf of the Consultant's and all risks to such persons or entities.~~ Waived (no employees)
- e. Consultant shall require any subcontractor that Consultant uses for work performed for LESJWA under this Agreement or related Task Order to obtain the insurance coverages specified above.
- f. Consultant hereby agrees to waive subrogation which any insurer of Consultant may seek to require from Consultant by virtue of the payment of any loss. Consultant shall obtain an endorsement that may be necessary to give effect to this waiver of subrogation. In addition, the Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of LESJWA for all work performed by Consultant, and its employees, agents and subcontractors.

All such insurance policy or policies shall be issued by a responsible insurance company with a minimum A. M. Best Rating of "A-" Financial Category "X", and authorized and admitted to do business in, and regulated by, the State of California. If the insurance company is not admitted in the State of California, it must be on the List of Eligible Surplus Line Insurers (LESLI), shall have a minimum A.M. Best Rating of "A", Financial Category "X", and shall be domiciled in the United States, unless otherwise approved by LESJWA in writing. Each such policy of insurance shall expressly provide that it shall be primary and noncontributory with any policies carried by LESJWA and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of LESJWA that might otherwise result in

forfeiture of coverage. Evidence of all insurance coverage shall be provided to LESJWA prior to issuance of the first Task Order. Such policies shall provide that they shall not be canceled or amended without 30 day prior written notice to LESJWA. Consultant acknowledges and agrees that such insurance is in addition to Consultant's obligation to fully indemnify and hold LESJWA free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the negligence, recklessness, or willful misconduct of Consultant in performing services assigned by LESJWA.

4.04 Consultant hereby covenants and agrees that LESJWA, its officers, employees, and agents shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injury or death caused by, or resulting from, or claimed to have been caused by or resulting from, any negligent act or omission of Consultant. Further, Consultant hereby covenants and agrees to fully indemnify and save LESJWA, its agents, officers and employees, free and harmless from and against any and all of the foregoing liabilities or claims of any kind, and shall reimburse LESJWA for all costs or expenses that LESJWA incurs (including attorneys' fees) on account of any of the foregoing liabilities, including liabilities or claims made by reason of defects in the performance of consulting services pursuant to this Agreement, unless the liability or claim is proximately caused by LESJWA's negligent act or omission.

4.05 In the event that LESJWA requests that specific employees or agents of Consultant supervise or otherwise perform the services specified in each Task Order, Consultant shall ensure that such individual (or individuals) shall be appointed and assigned the responsibility of performing the services.

4.06 In the event Consultant is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished with a registered professional engineer's number and shall conform to local, state and federal laws, rules and regulations. Consultant shall obtain all necessary permits and approvals in connection with this Agreement, any Task Order or Change Order. However, in the event LESJWA is required to obtain such an approval or permit from another governmental entity, Consultant shall provide all necessary supporting documents to be filed with such entity, and shall facilitate the acquisition of such approval or permit.

ARTICLE V

OBLIGATIONS OF LESJWA

5.01 LESJWA shall

- a. Furnish all existing studies, reports and other available data pertinent to each Task Order that are in LESJWA's possession;
- b. Designate a person to act as liaison between Consultant and the Authority Administrator and Board of Directors of LESJWA.

ARTICLE VI

ADDITIONAL SERVICES, CHANGES AND DELETIONS

6.01 During the term of this Agreement, the Board of Directors of LESJWA may, from time to time and without affecting the validity of this Agreement or any Task Order issued pursuant thereto, order changes, deletions, and additional services by the issuance of written Change Orders authorized and approved by the Board of Directors of LESJWA.

6.02 In the event Consultant performs additional or different services than those described in any Task Order or authorized Change Order without the prior written approval of the Board of LESJWA, Consultant shall not be compensated for such services.

6.03 Consultant shall promptly advise LESJWA as soon as reasonably practicable upon gaining knowledge of a condition, event, or accumulation of events, which may affect the scope and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions, and/or requests for additional services shall be reduced to writing for review and approval or rejection by the Board of Directors of LESJWA.

6.04 In the event that LESJWA orders services deleted or reduced, compensation shall be deleted or reduced by a comparable amount as determined by LESJWA and Consultant shall only be compensated for services actually performed. In the event additional services are properly authorized, payment for the same shall be made as provided in Article III above.

ARTICLE VII
CONSTRUCTION PROJECTS:
CHANGE ORDERS FOR CONSTRUCTION CONSULTANT

7.01 In the event LESJWA authorizes Consultant to perform construction management services for LESJWA, Consultant may determine, in the course of providing such services, that a Change Order should be issued to the construction contractor, or Consultant may receive a request for a Change Order from the construction contractor. Consultant shall, upon receipt of any requested Change Order or upon gaining knowledge of any condition, event, or accumulation of events, which may necessitate issuing a Change Order to the construction contractor, promptly consult with the liaison, Authority Administrator and Board of LESJWA. No Change Order shall be issued or executed without the prior approval of the Board of Directors of LESJWA.

ARTICLE VIII
TERMINATION OF AGREEMENT

8.01 In the event the time specified for completion of an assigned task in a Task Order exceeds the term of this Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to complete such Task Order, and thereupon this Agreement shall automatically terminate without further notice.

8.02 Notwithstanding any other provision of this Agreement, LESJWA, at its sole option, may terminate this Agreement at any time by giving 10 day written notice to Consultant, whether or not a Task Order has been issued to Consultant.

8.03 In the event of termination, the payment of monies due Consultant for work performed prior to the effective date of such termination shall be paid after receipt of an invoice as provided in this Agreement.

ARTICLE IX
STATUS OF CONSULTANT

9.01 Consultant shall perform the services assigned by LESJWA in Consultant's own way as an independent contractor, and in pursuit of Consultant's independent calling, and not as an employee of LESJWA. Consultant shall be under the control of LESJWA only as to the result to be accomplished and the personnel assigned to perform services. However, Consultant shall regularly confer with LESJWA's liaison, Authority Administrator, and Board of Directors as provided for in this Agreement.

9.02 Consultant hereby specifically represents and warrants to LESJWA that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional consulting organization rendering the same or similar services. Further, Consultant represents and warrants that the individual signing this Agreement on behalf of Consultant has the full authority to bind Consultant to this Agreement.

ARTICLE X
AUDIT; OWNERSHIP OF DOCUMENTS

10.01 All draft and final reports, plans, drawings, specifications, data, notes, and all other documents of any kind or nature prepared or developed by Consultant in connection with the performance of services assigned to it by LESJWA are the sole property of LESJWA, and Consultant shall promptly deliver all such materials to LESJWA. Consultant may retain copies of the original documents, at its option and expense.

10.02 Consultant shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records, and vouchers and all other records with respect to all matters concerning services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as LESJWA may deem necessary, Consultant shall make available to LESJWA's agents for examination of all such records and will permit LESJWA's to audit, examine and reproduce such records.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.01 This Agreement supersedes all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by Consultant for LESJWA and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

11.02 Consultant shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of LESJWA. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

11.03 In the event Consultant is an individual person, and Consultant dies prior to completion of this Agreement or any Task Order issued hereunder, any monies earned that may be due Consultant from LESJWA as of the date of death will be paid to Consultant's estate.

11.04 Time is of the essence in the performance of services required hereunder. Extensions of time within which to perform services may be granted by LESJWA if requested by Consultant and agreed to in writing by LESJWA. All such requests must be documented and substantiated and will only be granted as the result of unforeseeable and unavoidable delays not caused by the lack of foresight on the part of Consultant.

11.05 Consultant shall comply with all local, state and federal laws, rules and regulations including those regarding nondiscrimination and the payment of prevailing wages.

11.06 LESJWA expects that Consultant will devote its full energies, interest, abilities and productive time to the performance of its duties and obligations under Agreement, and shall not engage in any other consulting activity that would interfere with the performance of Consultant's duties under this Agreement or create any conflicts of interest. If required by law, Consultant shall file Conflict of Interest Statements with LESJWA.

11.07 Any dispute which may arise by and between LESJWA and the Consultant, including the Consultant's associates, subcontractor or other consultants, shall be submitted to binding arbitration. Arbitration shall be conducted by the Judicial Arbitration and Mediation Service, Inc., or its successor, or any other neutral, impartial arbitration service that the parties mutually agree upon, in accordance with its rules in effect at the time of the commencement of the arbitration proceeding, and as set forth in this paragraph. The arbitrator must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. The arbitrator's decision and award are subject to judicial review by a Superior Court of competent venue and jurisdiction only for material errors of fact or law in accordance with Section 1296 of the Code of Civil Procedure. Limited discovery may be permitted upon a showing of good cause and approved by the assigned arbitrator. Unless the parties stipulate to the contrary, prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation, conducted by the Judicial Arbitration and Mediation Services, Inc., or its successor, or any other neutral, impartial mediation service that the parties mutually agree upon, in accordance with their rules and procedures for such mediation.

IN WITNESS WHEREOF, the parties hereby have made and executed this ***Agreement for Services*** as of the day and year first above-written.

By _____ Date _____
Robert Magee, LESJWA Chair

By Timothy F. Moore, President Date _____

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY
TASK ORDER NO. RISK160-09

CONSULTANT: Risk Sciences
125 New Dawn Road
Rockvale, TN 37153

VENDOR NO. 1174

COST: \$136,560

PAYMENT: Monthly upon receipt of invoice

REQUESTED BY: Mark Norton
Authority Administrator

June 18, 2015

FINANCE: _____
Karen Williams, CFO Date

FINANCING SOURCE: Acct. Coding 160TMDL-6113-01
Acct. Description General Consulting

BOARD AUTHORIZATION REQUIRED: YES (X) NO ()
Board Memo #770

This Task Order is issued by the Lake Elsinore & San Jacinto Watersheds Authority (hereafter "LESJWA") to **Risk Sciences** (hereafter "Consultant") pursuant to the Agreement for Services between LESJWA and Consultant dated April 20, 2006; and Amendment No. 2 extending the term of service (*expires 12-31-15*).

I. PROJECT NAME OR DESCRIPTION

Lake Elsinore and Canyon Lake TMDL Task Force – Compliance Expert

II. SCOPE OF WORK / TASKS TO BE PERFORMED

Consultant shall provide all labor, materials, and equipment for the project to perform the specific task of serving as Regulatory Strategist and Compliance Expert to support the Lake Elsinore/Canyon Lake TMDL Task Force in FY 2015-16 and FY 2016-17:

1. Revising and updating the TMDL as part of the Triennial Review process.
2. Evaluating the effectiveness of the alum project in Canyon Lake and extending CEQA.
3. Preparing a TMDL progress report for submission in the spring of 2016. This includes attending approximately 16 stakeholder meetings.

Please also refer to Appendix X for acceptable formats, found at www.sawpa.org/html/e_req.htm

See Attachment A, the detailed "Proposed Scope of Work"

III. TIME OF PERFORMANCE

Consultant shall begin work within five days of the date this Task Order was signed by the Authorized Officer, and shall complete performance of such services by **June 30, 2017**.

IV. LESJWA LIAISON

Mark Norton and/or Rick Whetsel will serve as liaison between LESJWA and Consultant.

V. COMPENSATION

For all services rendered by Consultant pursuant to this Task Order, Consultant shall receive a total not-to-exceed sum of **\$136,560** including travel expenses for Fiscal Years 2015-16 and 2016-17. Payment of the fees and expenses incurred shall be made within 30 days upon receipt of timely and proper invoices from Consultant, as required by the above-mentioned Agreement. Each such invoice shall be provided to LESJWA by Consultant within 15 days after the end of the month in which the services were performed.

The compensation to be paid herein is subject to LESJWA/SAWPA's receipt of funds for this Task Order from third parties. The Consultant shall limit activities to ensure not to expend funds that have been collected, and shall curtail activities, as required, to stay within the funds available. LESJWA/SAWPA will endeavor to obtain the funds needed to fully fund the scope of work.

IV. LESJWA LIAISON

Mark Norton and/or Rick Whetsel shall serve as liaison between LESJWA and Consultant.

VI. CONTRACT DOCUMENTS PRECEDENCE

In the event of a conflict in terms between and among the contract documents herein, the document item highest in precedence shall control. The precedence shall be:

- a. The Agreement for Services by Independent Consultant/Contractor.
- b. The Task Order or Orders issued pursuant to the Agreement, in numerical order.
- c. Exhibits attached to each Task Order, which may describe, among other things, the Scope of Work and compensation therefore.
- d. Specifications incorporated by reference.
- e. Drawings incorporated by reference.

In witness whereof, the parties have executed this Task Order on the date indicated below.

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY

Robert Magee, LESJWA Chair

Date

RISK SCIENCES

Timothy F. Moore, President

Date



19 May 2015

Rick Whetsel
 Lake Elsinore - San Jacinto Watersheds Authority
 11615 Sterling Ave.
 Riverside, CA 92503

RE: Proposed Scope-of-Work for LECL TMDL Task Force in FY15-16 and FY16-17

Dear Mr. Whetsel:

Per your request, I have prepared the following Scope-of-Work and cost estimate to support the Lake Elsinore/Canyon Lake TMDL Task Force in FY15-16 and FY16-17. During that time, most of the Task Force effort will be focused on three major tasks:

- 1) Revising and updating the TMDL as part of the Triennial Review process
- 2) Evaluating the effectiveness of the alum project in Canyon Lake and extending CEQA
- 3) Preparing a TMDL progress report for submission in the Spring of 2016

As in the past, my role will be to serve as regulatory strategist and compliance expert for the Task Force. In that role, my foremost responsibility is to develop TMDL implementation strategies that assure compliance with the Basin Plan, the MS4 discharge permit, and the Conditional Waiver of Agricultural Discharge (CWAD). A summary of key tasks and a suggested schedule is attached as Appendix A to this SOW.

I estimate that meeting my responsibilities to the Task Force will require about 16 hours/month for the next two years. The professional fee is \$315 per hour plus travel expenses. All other direct expenses (phones, postage, photocopies, etc.) are already included in the hourly fee. The total estimated cost, including travel for Task Force meetings, is shown in Table 1, below.

Table 1: Proposed Compensation for FY15-16 and FY16-17

Description	Amount
Professional Fees (384 hours * \$315/hr.)	\$120,960
Travel Expenses (16 trips * \$975/trip)	\$15,600
2-Year Total	\$136,560

Travel expenses are routinely shared among several different projects thereby reducing the cost to each individual client. The estimate for travel costs (shown in Table 1) is based on the historical average for previous work performed on behalf of the LECL-TMDL Task Force.

If the Task Force would prefer to authorize work through yearly contracts, rather than as a single two-year Task Order, the annual cost can be derived by dividing the Table 1 values shown in half (approx. \$68,280/year). The proposed scope-of-work and cost estimate is larger than our previous contract with the Task Force. Revising and updating the TMDL will require about 25% more effort and travel than was budgeted in in the recent past.

Historically, the Task Force has also elected to contract with highly-qualified engineering firms to prepare key technical reports and CEQA documents. Risk Sciences will assist SAWPA staff in preparing the necessary RFPs and will continue to coordinate closely with other contractors selected by the Task Force.

I genuinely appreciate the opportunity to continue supporting with the Lake Elsinore/Canyon Lake TMDL Task Force and look forward to working together over the coming year.

Respectfully submitted,



Timothy F. Moore

Risk Sciences
125 New Dawn Rd.
Rockvale, TN 37153

Phone: 615-274-2745
Fax: 615-370-5188
Email: tmoore@risk-sciences.com

Attachment A:
Proposed Development Schedule for the Lake Elsinore/Canyon Lake TMDL Task Force

Task	Timing	Description	Task Leader
1	May, 2015	O&M Cost Sharing Agreement for the Lake Elsinore Aeration and Mixing System (LEAMS)	Tim Moore
2	June, 2015	1) Prepare Petition to Reopen/Revise the TMDL 2) Prepare contract for CEQA Addendum	1) Tim Moore 2) Rick Whetsel
3	July, 2015	1) Develop updated TMDL Terms and Conditions for the MS4 Permit and CWAD (link to CNRP & AgNMP) 2) Prepare CEQA Addendum for Alum Applications	1) Reg. Board staff 2) Tom Dodson
4	Aug., 2015	Prepare and Issue RFP's for: 1) Alum Effectiveness Report 2) TMDL Progress Report (due mid-2016) 3) Revised TMDL (incl. CEQA) 4) Additional alum applications in 2016	Rick Whetsel
5	Sept., 2015	1) 5 th Alum Application in Canyon Lake 2) Review Proposals and Select Contractors	1) Aquatechnex 2) Task Force
6	Oct., 2015	1) Review Dr. Anderson's Technical Reports 2) Focused Implementation Strategy for East Bay	1) Dr. Anderson 2) Tim Moore
7	Nov., 2015	1) Review Draft Outline & Schedule to Revise TMDL 2) Review Draft Alum Effectiveness Report ('13-'15)	1) TBD - Contractor 2) TBD - Contractor
8	Dec., 2015	1) Review Draft TMDL Progress Report 2) Adopt CWAD and Reauthorize MS4 Permit?	1) TBD - Contractor 2) Reg. Bd. staff
9	Jan., 2016	1) 2016 Winter Alum Application? 2) Finalize Alum Effectiveness Report for 2013-15	1) TBD - Contractor 2) TBD - Contractor
10	Feb., 2016	Finalize TMDL Progress Report	TBD - Contractor
11	Mar., 2016	Review Revised Causal and Response Targets (draft)	TBD - Contractor
12	Apr., 2016	Review Revised Source Loading Analysis (draft)	TBD - Contractor
13	May, 2016	Finalize Revised Causal and Response Targets	TBD - Contractor
14	June, 2016	Finalize Revised Source Loading Analysis	TBD - Contractor
15	July, 2016	Review Revised TMDL, WLA & LA (draft)	TBD - Contractor
16	Aug., 2016	Review New TMDL Implementation Plan (draft)	TBD - Contractor
17	Sept., 2016	1) Finalize TMDL, WLA & LA 2) 2016 Fall Alum Application?	1) TBD - Contractor 2) TBD - Contractor
18	Oct., 2016	Finalize New TMDL Implementation Plan/Schedule	TBD - Contractor
19	Nov., 2016	Review Draft CEQA Documentation (incl. SED, Alternatives, Econ., and Antideg Analyses)	TBD - Contractor
20	Dec., 2016	Assemble Draft Basin Plan Amendment Package	TBD - Contractor
21	Jan., 2017	Finalize CEQA Documentation & prep Admin. Rec.	TBD - Contractor
22	Feb., 2017	Submit Basin Plan Amendment Package to Reg. Bd.	Task Force

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LESJWA BOARD MEMORANDUM NO. 771

DATE: June 18, 2015

SUBJECT: Phase 2 TMDL Compliance Monitoring Program

TO: LESJWA Board of Directors

FROM: Mark Norton, P.E., Authority Administrator

RECOMMENDATION

Staff and the Lake Elsinore and Canyon Lake Nutrient TMDL Task Force Technical Advisory Committee recommend that the Board of Directors approve an Agreement for Services and Task Order No.AMEC160-01 with AMEC Foster Wheeler Environment & Infrastructure, Inc. for an amount not-to-exceed \$150,805 per fiscal year, to oversee and implement the Phase 2 Nutrient TMDL Compliance monitoring program for the Lake Elsinore and Canyon Lake Nutrient Total Maximum Daily Load (TMDL) Task Force, for fiscal years 2015-16, 2016-17, and 2017-18

DISCUSSION

The members of the Lake Elsinore and Canyon Lake Nutrient TMDL Task Force Technical Advisory Committee recommend that AMEC Foster Wheeler Environment & Infrastructure, Inc. conduct the Phase 2 nutrient TMDL Compliance monitoring program. This recommendation is based upon their professional expertise and substantial experience working with the TMDL Task Force.

The attached Task Order details the three-year agreement with AMEC Foster Wheeler Environment & Infrastructure, Inc. to conduct the Phase 2 nutrient TMDL compliance monitoring program. Included with this Task Order is a scope of work and budget providing a detailed description of support services to be performed by the consultant through FY 2017-18.

Through this agreement, AMEC Foster Wheeler Environment & Infrastructure, Inc. will provide the following services to the LE&CL TMDL Task Force, as described in the April 2015 Lake Elsinore and Canyon Lake Nutrient TMDL Phase 2 Compliance Monitoring Work Plan:

- Wet season watershed-wide compliance monitoring
- Bi-monthly in-lake monitoring for Lake Elsinore
- Bi-monthly in-lake monitoring for Canyon Lake
- Contract and coordinate with Babcock laboratories for analytical laboratory services
- Coordinate with EVMWD on data sondes operating in Lake Elsinore
- Contract and coordinate with Blue Water Satellite for bi-monthly analyses of in-lake chlorophyll-a using satellite imagery
- Coordinate with RCFC&WCD staff on tracking weather for wet season storm events
- Prepare for submittal to the Regional Board, annual TMDL Water Quality Compliance Monitoring Reports.
- Provide status updates to the TMDL Task Force.

It is anticipated that the implementation of the combined efforts of the Phase 2 nutrient TMDL compliance monitoring program will result in significant savings for stakeholders participating in the Task Force. Previous TMDL compliance monitoring for the watershed and lakes was conducted piecemeal with total costs budgeted at \$385,000 annually. This included annual average costs for watershed monitoring at \$85,000 and each lake at \$150,000.

BACKGROUND

In April 2015, to the Task Force submitted to the Regional Board an updated Lake Elsinore and Canyon Lake Nutrient TMDL Phase 2 Compliance Monitoring Work Plan. This plan details the overall approach for compliance monitoring in the near term (2015 through 2019) to address compliance with the Lake Elsinore & Canyon Lake Nutrient Total Maximum Daily Loads (TMDLs), and demonstrates progress toward attaining compliance with respective waste load allocations (WLAs) and/or TMDL response targets.

RESOURCES IMPACT

The TMDL Task Force FY 2015-16 Budget provided a budget of \$185,000 to conduct watershed-wide nutrient monitoring. All staff contract administration time for this contract will be taken from the TMDL budget and funded by the TMDL Stakeholders.

MN/RW/dm

Attachments:

1. Agreement for Services
2. Task Order No. AMEC160-01
3. Haley & Aldridge TMDL Compliance Monitoring Workplan

AGREEMENT FOR SERVICES BY INDEPENDENT CONSULTANT

THIS AGREEMENT is made this 18th day of June 2015 by and between the **Lake Elsinore & San Jacinto Watersheds Authority (LESJWA)** whose address is 11615 Sterling Avenue, Riverside, Calif. 92503, and **AMEC Foster Wheeler Environment & Infrastructure, Inc. ("Consultant")** whose address is 9177 Sky Park Court, San Diego, CA 92123.

RECITALS

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the parties to this Agreement:

A. LESJWA desires to engage the professional services of Consultant to perform such professional consulting services as may be assigned, from time to time, by LESJWA in writing.

B. Consultant agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement and has represented and warrants to LESJWA that Consultant possesses the necessary skills, qualifications, personnel, and equipment to provide such services.

C. The services to be performed by Consultant shall be specifically described in one or more written Task Orders issued by LESJWA to Consultant pursuant to this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, LESJWA and Consultant agree as follows:

ARTICLE I **TERM OF AGREEMENT**

1.01 Term of Agreement. This agreement shall become effective on the date first above written and shall continue until **December 31 2019**, unless extended or sooner terminated as provided for herein.

ARTICLE II **SERVICES TO BE PERFORMED**

2.01 Consultant agrees to provide such professional consulting services as may be assigned, from time to time, in writing by the Board and the Authority Administrator of LESJWA. Each such assignment shall be made in the form of a written Task Order. Each such Task Order shall include, but shall not be limited to, a description of the nature and scope of the services to be performed by Consultant, the amount of compensation to be paid, and the expected time of completion.

2.02 Consultant may, at Consultant's sole cost and expense, employ such competent and qualified independent professional associates, subcontractors, and consultants as Consultant deems necessary to perform each such assignment; provided, however, that Consultant shall not subcontract any of the work to be performed without the prior written consent of LESJWA.

ARTICLE III **COMPENSATION**

3.01 In consideration for the services to be performed by Consultant, LESJWA agrees to pay Consultant as provided for in each Task Order.

3.02 Each Task Order shall specify a total not-to-exceed sum of money and shall be based upon the regular hourly rates customarily charged by Consultant to its clients, as set forth on an exhibit to be attached to each Task Order issued to Consultant.

3.03 Consultant shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in any Task Order unless approved in advance by the Board of Directors and Authority Administrator of LESJWA, in writing.

3.04 Unless otherwise provided for in any Task Order issued pursuant to this Agreement, payment of compensation earned shall be made in monthly installments after receipt from Consultant of a timely, detailed, corrected, written invoice by LESJWA's Project Manager, describing, without limitation, the services performed, the time spent performing such services, the hourly rate charged therefore, and the identity of individuals performing such services for the benefit of LESJWA. Such invoices shall also include a detailed itemization of expenses incurred. Such invoices shall be received in LESJWA's office on or before the 15th day of the month, for payment on or about the 15th day of the following month. All payments are made on or about the 15th day of the month. Each such invoice shall be provided to LESJWA by Consultant within 15 days after the end of the month in which the services were performed.

ARTICLE IV **OBLIGATIONS OF CONSULTANT**

4.01 Consultant agrees to perform all assigned services in accordance with the terms and conditions of this Agreement and those specified in each Task Order.

4.02 Except as otherwise provided for in each Task Order, Consultant will supply all personnel and equipment required to perform the assigned services.

4.03 Consultant shall be solely responsible for the health and safety of its employees and agents in performing the services assigned by LESJWA. Consultant hereby covenants and agrees to:

- a. Obtain a comprehensive general liability policy and automobile insurance policy, including contractual coverage, with combined single limits for bodily injury and property damage in an amount of not less than \$1,000,000.00. Such policy shall name LESJWA, and any other interested and related party designated by LESJWA, as an additional insured, with any right to subrogation waived as to LESJWA and such designated interested and related party;
- b. Obtain a policy of professional liability insurance in a minimum amount of \$1,000,000.00 per claim or occurrence to cover any negligent acts or omissions committed by Consultant, its employees and/or agents in the performance of any services for LESJWA;
- c. Comply with all local, State and Federal laws, rules and regulations;
- d. Provide worker's compensation insurance or a California Department of Insurance-approved self-insurance program in an amount and form that meets all applicable Labor Code requirements, covering all persons or entities providing services on behalf of the Consultant's and all risks to such persons or entities.
- e. Consultant shall require any subcontractor that Consultant uses for work performed for LESJWA under this Agreement or related Task Order to obtain the insurance coverages specified above.
- f. Consultant hereby agrees to waive subrogation which any insurer of Consultant may seek to require from Consultant by virtue of the payment of any loss. Consultant shall obtain an endorsement that may be necessary to give effect to this waiver of subrogation. In addition, the Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of LESJWA for all work performed by Consultant, and its employees, agents and subcontractors.

All such insurance policy or policies shall be issued by a responsible insurance company with a minimum A. M. Best Rating of "A-" Financial Category "X", and authorized and admitted to do business in, and regulated by, the State of California. If the insurance company is not admitted in the State of California, it must be on the List of Eligible Surplus Line Insurers (LESLI), shall have a minimum A.M. Best Rating of "A", Financial Category "X", and shall be domiciled in the United States, unless otherwise approved by LESJWA in writing. Each such policy of insurance shall expressly provide that it shall be primary and noncontributory with any policies carried by LESJWA and, to the extent obtainable, such

coverage shall be payable notwithstanding any act of negligence of LESJWA that might otherwise result in forfeiture of coverage. Evidence of all insurance coverage shall be provided to LESJWA prior to issuance of the first Task Order. Such policies shall provide that they shall not be canceled or amended without 30 day prior written notice to LESJWA. Consultant acknowledges and agrees that such insurance is in addition to Consultant's obligation to fully indemnify and hold LESJWA free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the negligence, recklessness, or willful misconduct of Consultant in performing services assigned by LESJWA.

4.04 Consultant hereby covenants and agrees that LESJWA, its officers, employees, and agents shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injury or death caused by, or resulting from, or claimed to have been caused by or resulting from, any negligent act or omission of Consultant. Further, Consultant hereby covenants and agrees to fully indemnify and save LESJWA, its agents, officers and employees, free and harmless from and against any and all of the foregoing liabilities or claims of any kind, and shall reimburse LESJWA for all costs or expenses that LESJWA incurs (including attorneys' fees) on account of any of the foregoing liabilities, including liabilities or claims made by reason of defects in the performance of consulting services pursuant to this Agreement, unless the liability or claim is proximately caused by LESJWA's negligent act or omission.

4.05 In the event that LESJWA requests that specific employees or agents of Consultant supervise or otherwise perform the services specified in each Task Order, Consultant shall ensure that such individual (or individuals) shall be appointed and assigned the responsibility of performing the services.

4.06 In the event Consultant is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished with a registered professional engineer's number and shall conform to local, state and federal laws, rules and regulations. Consultant shall obtain all necessary permits and approvals in connection with this Agreement, any Task Order or Change Order. However, in the event LESJWA is required to obtain such an approval or permit from another governmental entity, Consultant shall provide all necessary supporting documents to be filed with such entity, and shall facilitate the acquisition of such approval or permit.

ARTICLE V **OBLIGATIONS OF LESJWA**

- 5.01 LESJWA shall
- a. Furnish all existing studies, reports and other available data pertinent to each Task Order that are in LESJWA's possession;
 - b. Designate a person to act as liaison between Consultant and the Authority Administrator and Board of Directors of LESJWA.

ARTICLE VI **ADDITIONAL SERVICES, CHANGES AND DELETIONS**

6.01 During the term of this Agreement, the Board of Directors of LESJWA may, from time to time and without affecting the validity of this Agreement or any Task Order issued pursuant thereto, order changes, deletions, and additional services by the issuance of written Change Orders authorized and approved by the Board of Directors of LESJWA.

6.02 In the event Consultant performs additional or different services than those described in any Task Order or authorized Change Order without the prior written approval of the Board of LESJWA, Consultant shall not be compensated for such services.

6.03 Consultant shall promptly advise LESJWA as soon as reasonably practicable upon gaining knowledge of a condition, event, or accumulation of events, which may affect the scope and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions, and/or requests for additional services shall be reduced to writing for review and approval or rejection by the Board of Directors of LESJWA.

6.04 In the event that LESJWA orders services deleted or reduced, compensation shall be deleted or reduced by a comparable amount as determined by LESJWA and Consultant shall only be compensated for services actually performed. In the event additional services are properly authorized, payment for the same shall be made as provided in Article III above.

ARTICLE VII
CONSTRUCTION PROJECTS:
CHANGE ORDERS FOR CONSTRUCTION CONSULTANT

7.01 In the event LESJWA authorizes Consultant to perform construction management services for LESJWA, Consultant may determine, in the course of providing such services, that a Change Order should be issued to the construction contractor, or Consultant may receive a request for a Change Order from the construction contractor. Consultant shall, upon receipt of any requested Change Order or upon gaining knowledge of any condition, event, or accumulation of events, which may necessitate issuing a Change Order to the construction contractor, promptly consult with the liaison, Authority Administrator and Board of LESJWA. No Change Order shall be issued or executed without the prior approval of the Board of Directors of LESJWA.

ARTICLE VIII
TERMINATION OF AGREEMENT

8.01 In the event the time specified for completion of an assigned task in a Task Order exceeds the term of this Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to complete such Task Order, and thereupon this Agreement shall automatically terminate without further notice.

8.02 Notwithstanding any other provision of this Agreement, LESJWA, at its sole option, may terminate this Agreement at any time by giving 10 day written notice to Consultant, whether or not a Task Order has been issued to Consultant.

8.03 In the event of termination, the payment of monies due Consultant for work performed prior to the effective date of such termination shall be paid after receipt of an invoice as provided in this Agreement.

ARTICLE IX
STATUS OF CONSULTANT

9.01 Consultant shall perform the services assigned by LESJWA in Consultant's own way as an independent contractor, and in pursuit of Consultant's independent calling, and not as an employee of LESJWA. Consultant shall be under the control of LESJWA only as to the result to be accomplished and the personnel assigned to perform services. However, Consultant shall regularly confer with LESJWA's liaison, Authority Administrator, and Board of Directors as provided for in this Agreement.

9.02 Consultant hereby specifically represents and warrants to LESJWA that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional consulting organization rendering the same or similar services. Further, Consultant represents and warrants that the individual signing this Agreement on behalf of Consultant has the full authority to bind Consultant to this Agreement.

ARTICLE X
AUDIT; OWNERSHIP OF DOCUMENTS

10.01 All draft and final reports, plans, drawings, specifications, data, notes, and all other documents of any kind or nature prepared or developed by Consultant in connection with the performance of services assigned to it by LESJWA are the sole property of LESJWA, and Consultant shall promptly deliver all such materials to LESJWA. Consultant may retain copies of the original documents, at its option and expense.

10.02 Consultant shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records, and vouchers and all other records with respect to all matters concerning services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as LESJWA may deem necessary, Consultant shall make available to LESJWA's agents for examination of all such records and will permit LESJWA's to audit, examine and reproduce such records.

ARTICLE XI
MISCELLANEOUS PROVISIONS

11.01 This Agreement supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by Consultant for LESJWA and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

11.02 Consultant shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of LESJWA. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

11.03 In the event Consultant is an individual person, and Consultant dies prior to completion of this Agreement or any Task Order issued hereunder, any monies earned that may be due Consultant from LESJWA as of the date of death will be paid to Consultant's estate.

11.04 Time is of the essence in the performance of services required hereunder. Extensions of time within which to perform services may be granted by LESJWA if requested by Consultant and agreed to in writing by LESJWA. All such requests must be documented and substantiated and will only be granted as the result of unforeseeable and unavoidable delays not caused by the lack of foresight on the part of Consultant.

11.05 Consultant shall comply with all local, state and federal laws, rules and regulations including those regarding nondiscrimination and the payment of prevailing wages.

11.06 LESJWA expects that Consultant will devote its full energies, interest, abilities and productive time to the performance of its duties and obligations under Agreement, and shall not engage in any other consulting activity that would interfere with the performance of Consultant's duties under this Agreement or create any conflicts of interest. If required by law, Consultant shall file Conflict of Interest Statements with LESJWA.

11.07 Any dispute which may arise by and between LESJWA and the Consultant, including the Consultant's associates, subcontractor or other consultants, shall be submitted to binding arbitration. Arbitration shall be conducted by the Judicial Arbitration and Mediation Service, Inc., or its successor, or any other neutral, impartial arbitration service that the parties mutually agree upon, in accordance with its rules in effect at the time of the commencement of the arbitration proceeding, and as set forth in this paragraph. The arbitrator must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. The arbitrator's decision and award are subject to judicial review

by a Superior Court of competent venue and jurisdiction only for material errors of fact or law in accordance with Section 1296 of the Code of Civil Procedure. Limited discovery may be permitted upon a showing of good cause and approved by the assigned arbitrator. Unless the parties stipulate to the contrary, prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation, conducted by the Judicial Arbitration and Mediation Services, Inc., or its successor, or any other neutral, impartial mediation service that the parties mutually agree upon, in accordance with their rules and procedures for such mediation.

11.08 During the performance of the Agreement, Consultant, and its subcontractors, shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Consultant, and its subcontractors, shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant, and its subcontractors, shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12290 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant, and its subcontractors, shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

IN WITNESS WHEREOF, the parties hereby have made and executed this *Agreement for Services* as of the day and year first above-written.

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY

By _____
Robert Magee, LESJWA Chair Date

AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.

By _____
Date Print/Type Name

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY
TASK ORDER NO. AMEC160-01

CONSULTANT: AMEC Foster Wheeler Environment & Infrastructure, Inc. **VENDOR** 1734
9177 Sky Park Court
San Diego, CA 92123

COST: \$150,805

PAYMENT: Monthly, upon receipt of proper invoice

REQUESTED BY: Rick Whetsel, Sr. Watershed Planner

June 18, 2015

FINANCE: _____
Karen Williams, CFO Date

FINANCING SOURCE: Acct. Coding 160-TMDL-6113-01
Acct. Description TMDL Task Force

BOARD AUTHORIZATION REQUIRED: YES (X) NO ()
Board Memo #771

This Task Order is issued by the Lake Elsinore & San Jacinto Watersheds Authority (hereafter "LESJWA") to **AMEC Foster Wheeler Environment & Infrastructure, Inc.** (hereafter "Consultant") pursuant to the Agreement between LESJWA and Consultant entitled *Agreement for Services*, dated June 18, 2015 (*expires 12-31-2019*).

I. PROJECT NAME OR DESCRIPTION

San Jacinto Watershed-wide Nutrient TMDL Monitoring

II. SCOPE OF WORK / TASKS TO BE PERFORMED

Consultant shall provide all labor, materials, and equipment for the project to perform the tasks to conduct Phase 2 of the watershed monitoring program for Lake Elsinore and Canyon Lake Nutrient TMDL for FY 2015-16, 2016-17, and 2017-18, as shown in the proposal scope, Attachment A. Consultant shall perform:

- Wet season watershed-wide compliance monitoring
- Bi-monthly in-lake monitoring for Lake Elsinore
- Bi-monthly in-lake monitoring for Canyon Lake
- Contract and coordinate with Babcock laboratories for analytical laboratory services
- Coordinate with EVMWD on data sondes operating in Lake Elsinore
- Contract and coordinate with Blue Water Satellite for bi-monthly analyses of in-lake chlorophyll-a using satellite imagery
- Coordinate with RCFC&WCD staff on tracking weather for wet season storm events
- Prepare for submittal to the Regional Board, annual TMDL Water Quality Compliance Monitoring Reports.
- Provide status updates to the TMDL Task Force.

Please refer to Appendix X for acceptable deliverable formats, also found at www.sawpa.org/html/e_req.htm

III. PERFORMANCE TIME FRAME

Consultant shall begin work within five days of the date this Task Order is signed by the Authorized Officer and shall complete performance of such services by or before **June 30 2018**.

IV. LESJWA LIAISON

Rick Whetsel and/or Mark Norton shall serve as liaison between LESJWA and Consultant.

V. COMPENSATION

For all services rendered by Consultant pursuant to this Task Order, Consultant shall receive a total not-to-exceed sum of **\$150,805** in accordance with the rate schedule as shown in the Scope of Work. *The total contract value is for \$452,415, to be divided equally per task order among the three fiscal years of 2015-16, 2016-17, and 2017-18.* Payment for such services shall be made within 30 days upon receipt of proper invoices from Consultant, as required by the above-mentioned Agreement for Services.

The compensation to be paid herein is subject to LESJWA/SAWPA's receipt of funds for this Task Order from third parties. The Consultant shall limit activities to ensure not to expend funds that have been collected, and shall curtail activities, as required, to stay within the funds available. LESJWA/SAWPA will endeavor to obtain the funds needed to fully fund the scope of work.

VI. CONTRACT DOCUMENTS PRECEDENCE

In the event of a conflict in terms between and among the contract documents herein, the document item highest in precedence shall control. The precedence shall be:

- a. The Agreement for Services by Independent Consultant/Contractor.
- b. The Task Order or Orders issued pursuant to the Agreement, in numerical order.
- c. Exhibits attached to each Task Order, which may describe, among other things, the Scope of Work and compensation therefore.
- d. Specifications incorporated by reference.
- e. Drawings incorporated by reference.

In witness whereof, the parties have executed this Task Order on the date indicated below.

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY

Robert Magee, LESJWA Chair

Date

AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.

(Signature)

Date

Print or Type Name

Project Schedule and Approach

Technical Approach

The Amec Foster Wheeler Team offers benefits both on cost efficiencies and consistency by utilizing established protocols, work plans, and deliverables executed by the same committed project Team with a proven track record of quality deliverables. We are confident that following a review of this section, the Lake Elsinore and Canyon Lake Nutrient TMDL Task Force (LE/CL TMDL TF) will have overwhelming confidence in the our team's ability to successfully implement the Phase 2 Lake Elsinore and Canyon Lake water quality compliance monitoring on time, on budget, and with the highest degree of QA/QC. Elements included to support the compliance monitoring are based on specific requirements listed in the RFP. Specific tasks are highlighted below and include a brief summary of our expertise related to each task, the scope of work, project deliverables, and responsible staff.

We have assembled a highly talented and familiar team of professionals who possess the specific qualifications and experience necessary to support the LE/CL TMDL TF with the successful implementation of the current Program and supporting needs moving ahead. Importantly, we understand that this Phase 2 effort is no ordinary monitoring program. There are specific goals related to TMDL compliance that prior to the re-opener in 2018 will require out of the box ideas and potentially brand new approaches for the very unique and challenging characteristics of both Lake Elsinore and Canyon Lake.

The quality of the data collected and its integration with historic results is paramount to be successful in assessing progress towards TMDL attainment goals, a priority we are well aware of and take great pride in providing. As an added benefit our Team also brings to the table the specialized expertise that will be necessary down the road to address whether existing TMDL criteria are appropriate, as well as the ability to develop options that are scientifically defensible and meaningful for these unique water bodies. Having participated in past and on-going efforts to support the LE/CL TMDL, our Team is well aware of the requirements and challenges this Program has faced. We also have a strong grasp on the exceptional wealth of information already existing for both lakes and their associated watershed, a valuable resource to support future decisions. From the existing information, we have already developed a number of ideas that have been shared with the LE/CL TMDL TF (outside of the standard TMDL compliance monitoring) to help address existing data gaps related to monitoring program effectiveness and enhanced understanding of the biological and physiochemical limitations of these two lake systems.

Coordination with Lake Elsinore Canyon Lake TMDL Task Force & Technical Advisory Committee

Our team will attend LE/CL TMDL TF and Technical Advisory Committee (TAC) meetings to provide updates on monitoring activities and present summaries of monitoring progress and results. As appropriate, the team will develop and deliver PowerPoint presentations to present the monitoring results in a clear format.

Monitoring Site Preparation, Meeting with RCFC&WCD

Our Team will first plan to meet with the Riverside County Flood Control & Water Conservation District (RCFC&WCD) staff to discuss the history and site specific considerations involved in the wet weather monitoring program. During this meeting, we will also discuss approaches to conducting the sampling, protocols for go/no-go decisions as to whether to sample, and overall communication between the team and RCFC&WCD staff. The team will prepare meeting minutes that provide a summary of the discussions.

Our team will then prepare all sampling equipment, site-specific logbooks, detailed analyte lists, and a pre-storm checklist to ensure all equipment needs and sampling requirements are met for each monitoring location. Prior to the monitoring season (October 1st through April 30th), field staff will install ISCO 6712 automated samplers, Teflon-lined sample tubing and intake strainers at each monitoring location. The equipment will be housed inside existing Knaack equipment boxes bolted on concrete pads at each monitoring location. Our field technicians will inspect all equipment, make necessary repairs and ensure all equipment is calibrated and functioning properly. Calibration of all monitoring equipment will be conducted immediately prior to deployment or use and will be field verified for proper sample volume prior to each sampling event. All calibrations will be conducted in accordance with the manufacturer's specifications.

Wet Event Monitoring

In accordance with the LE/CL Nutrient TMDL Comprehensive Phase 2 Compliance Monitoring Plan and QAPP, the team will conduct water quality monitoring for up to three qualifying storm events each monitoring season (October 1st through April 30th).

There are four historical sampling stations located throughout the San Jacinto River watershed with discharges to Lake Elsinore and Canyon Lake which have been monitored since 2006 (Table 3). Three of the four sites are inputs to Canyon Lake originating from the main stem of the San Jacinto River, Salt Creek, and the watershed above Mystic Lake. The fourth site, located below the Canyon Lake Dam, is the input entering Lake Elsinore from Canyon Lake and the upstream watershed (when the dam is spilling). The sampling stations are located in close proximity to stream gauge stations installed by the US Geological Survey or the RCFC&WCD.

The sampling location along the San Jacinto River at Ramona Expressway is located down gradient of Mystic Lake, an area of land that is subsiding. Flow has not been observed at this location since a strong El Nino event in the mid-1990s. Because of the active subsidence, this monitoring station is not expected to flow except under extremely high rainfall conditions. The team anticipates stormwater monitoring will generally be conducted each year at Site 3, Site 4 and Site 30. This scope of work includes the labor and equipment associated with

Table 3. Watershed Monitoring Stations

Location Number and Description	Historical Database Station Number
3- Salt Creek at Murrieta Rd	745
4- San Jacinto River at Goetz Rd	759
6- San Jacinto River at Ramona Expressway	741
30- Canyon Lake Spillway	841

monitoring all for sites three times each monitoring season. If it is determined that Site 6 will not flow during a given monitoring season or upon direction from the LE/CL TMDL TF, sampling may be conducted at one additional rotating site each year in order to collect data from a new area. This monitoring would be conducted in lieu of monitoring Site 6, if it does not flow. The additional rotating site could include a background station, or sites downstream from areas of interest.

Throughout the monitoring season (October 1st through April 30th), the team will continually monitor the weather forecast to keep up to date on upcoming storm events and coordinate with RCFC&WCD and LE/CL TMDL TF to determine which storms to mobilize for. The factors that will be used to proceed with sampling mobilization include; antecedent moisture conditions, National Weather Service (NWS) digital point forecasts, and NWS quantitative precipitation forecasts. The storm size criteria for mobilization is a storm rainfall total of greater than an 1 inch forecast within 24 hours from October to January, and a storm rainfall total of greater than 0.5 inch forecast within 24 hours from January to May.

Historically, based on the San Jacinto River Watershed storm Water Sampling and Analysis Plan (SAP), time-weighted pollutograph sampling has been utilized. The sampling method included the collection and analysis of 8-12 discrete samples collected over the duration of the hydrograph. The first sample was collected once the flow started and subsequent automated samples were conducted across the hydrograph to collect 8 to 12 discrete samples. The samples were collected at intervals of approximately 2 to 4 hours over the rising limb (increasing flow), the peak, and the falling limb (decreasing flow) of the hydrograph depending on the forecasted size of the storm event.

During each sampling event, the most important data point for each is the event mean concentration (EMC). The analytical constituent load for each event is calculated by applying the EMC to the event runoff volume. The average of the monitored wet weather EMCs for each site is applied to the annual wet weather volume to estimate the annual analytical constituent loads. As described in the LE/CL Nutrient TMDL Comprehensive Phase 2 Compliance Monitoring Plan, flow-weighted composite sample collection protocols have been recommended to replace the time-weighted sampling. The flow-weighted sampling will provide greater sample coverage across the hydrograph, more accurate and representative EMCs, and reduce chemistry costs (i.e., only one composite chemistry sample will be analyzed). Similar to the previous time-weighted pollutograph sampling methods, flow-weighted composite samples will be collected using automatic sampling equipment. Sample aliquots will be collected across the hydrograph of the storm event, the first sample aliquot will be taken at or shortly after the time that storm water runoff begins, and each subsequent aliquot of equal volume will be collected at intervals of approximately 1/2 to 2 hours across the hydrograph, depending on the forecasted size of the storm event. Flow rates and volumes will be based on data from USGS stream gauges located near the sampling stations. Upon completion of sampling, field teams will download the flow data and subsample each discrete sample to create a single flow-weighted composite sample for laboratory analysis.

At the conclusion of each monitored storm event, a field technician will visit each site to remove the unused sample bottles, download the data and turn off the equipment. Team will communicate with RCFC&WCD staff regarding the completion of the sampling activities and provide an overall assessment of the storm event.

In-Lake Monitoring

Through participation in recent stakeholder meetings, extensive research and preparation of the revised TMDL compliance Monitoring Plan and QAPP, and prior monitoring experience in both Lake Elsinore and Canyon Lake, our Team has complete familiarity with the monitoring and reporting requirements of the TMDL for in-lake monitoring. Mr. Stransky along with Mr. Rudolph led the preparation efforts for the revised in-lake portion of the current TMDL compliance Monitoring Plan and both have experience overseeing a sediment characterization study in Lake Elsinore for the City in 2006.

An exceptional number of experienced key support staff are available in both the San Diego and Irvine Amec Foster Wheeler offices to provide in-lake monitoring support. Field support staff will also be available from Alta and Haley & Aldrich as needed. In addition we have Dr. James Noblet with California State University San Bernardino on board to provide senior analytical chemistry expertise with a specialty in nutrients, and also as-needed field support from trained students at the University. Dr. Noblet and his team at the University are currently responsible for monitoring the effectiveness of the alum treatments in Canyon Lake, and thus bring a wealth of local knowledge and experience to our team.

As stipulated in the agreement with the Regional Board, the Task Force has drafted this revised Monitoring Plan initiating Phase 2 of the Program to re-assess current conditions and to set in place a monitoring framework moving ahead to assess trends towards meeting TMDL targets. This Phase will also comprise of special studies identified and agreed upon to address key data gaps related to loading contributions and in-lake processes above and beyond the routine compliance monitoring identified herein.

The in-lake compliance monitoring is relatively straightforward as described in detail in the updated Monitoring Plan. We anticipate being able to complete bi-monthly monitoring of both lakes on a single day with a team of two experienced staff. One major challenge highlighted above relates to the diurnal cycle of dissolved oxygen (DO) with low levels typical in surface waters during the early morning hours, due to respiration of algae at

night, and greatest dissolved oxygen in the late afternoon due to algae photosynthesis producing oxygen. A single “representative” depth-averaged value for dissolved oxygen is required for compliance monitoring in Lake Elsinore, and a single “representative” value both above the thermocline and in the hypolimnion is required for Canyon Lake due to the greater depth and stratification of this water body. To better achieve a value that averages any extremes due to these diurnal cycles we have devised a multiple approach plan that will include: 1) vertical profile monitoring of both lakes for DO, temp, conductivity, pH, and water clarity at each designated sampling location in both early morning and late afternoon on each day of sampling; and 2) mining and capturing data from *in situ* water quality sondes placed in Lake Elsinore to monitor conditions for the water pump/aeration system installed in the lake. Nutrients (N, P, and ammonia) and total dissolved solids typically vary substantially less both temporally and spatially rendering collection of single grab or depth integrated samples at appropriate depths (as described in the Monitoring Plan for both lakes), sufficient for a cost-effective compliance monitoring approach on any given day for these particular parameters. Samples for these analyses will be collected prior to noon during each sampling event to avoid interfering suspended sediments potentially stirred up from the bottom of the lake by frequent afternoon winds.

Capturing a representative chlorophyll-a sample has also been identified as a significant challenge in both lakes due to high spatial and temporal variability. Using aerial imagery from Blue Water Satellite to map chlorophyll-a on the days when field sampling occurs is an innovative powerful method that will be employed to capture a more robust and representative measure of this key parameter for TMDL compliance.

It is important to note that Canyon Lake is essentially comprised of two physically distinct water bodies: 1) the deeper and more open western main body and north arm; and 2) the much shallower and more constricted east arm, where a main tributary, Salt Creek, enters. The differing characteristics of these sections of the lake create distinct water quality conditions; with greater eutrophication and reduced DO consistently apparent in the eastern arm of the lake. Given these differences, the two areas of Canyon Lake are essentially best treated as two distinct water bodies for the purpose of TMDL compliance monitoring and BMP implementation strategies.



Amec Foster Wheeler team including John Rudolph preparing a barge to sample sediments on Lake Elsinore in 2006

Quality Assurance and Quality Control

QA/QC is of utmost importance throughout an entire program from the planning and execution to final data analysis and reporting. We recognize the extended intense scrutiny on data collected as a part of this program, which can have substantial implications on the stakeholders under the current complex and often contentious regulatory climate. We understand the pressures on the Lake Elsinore and San Jacinto Watershed Authority and stakeholders to ensure defensible data; all reported data therefore must hold up to the highest level of scrutiny. We take great pride in a well-established and strict QA/QC program with multiple layers of checks throughout. Our QA program is designed to: 1) ensure that sample collection and testing are performed in accordance with applicable protocols and regulations and meet acceptability criteria (as applicable); 2) ensure test performance accuracy and precision; and 3) provide a defined data and reporting pathway with documented QA/QC checks and qualified peer review throughout the entire collection, analysis, and reporting process. Only experienced and properly trained staff will participate in data collection, analysis, and reporting efforts. A senior staff member will be directly involved in all data collection activities as highlighted in our staff responsibilities matrix.



In addition to complying with our standard QA/QC program, all data collected as a part of this program will follow the latest State of CA 24-element SWAMP methodology. ES Babcock Environmental Laboratories (Babcock) has been selected as the chemistry laboratory for this program, with which Amec Foster Wheeler has a very long history of working closely with through its Riverside County Flood Control and Water Conservation District NPDES and Stormwater Monitoring Coalition (SMC) monitoring programs.

An additional layer of QA/QC will entail detailed field checklists that will encompass all aspects of planning and execution of the field activities. Project-specific checklists specific to data analysis and reporting will also be developed for the program. Our Team will also utilize a third party review system to thoroughly review all methodologies and data produced to ensure the highest level of data quality and consistency with the project QAPP requirements.

QA/QC for sampling processes will include proper collection of the samples to minimize the possibility of contamination. Water quality samples will be collected and delivered to Babcock, a California Environmental Laboratory Accreditation Program certified laboratory. Samples will be collected in laboratory-supplied, laboratory-certified, contaminant-free sample bottles. Field staff will wear powder-free nitrile gloves (or a similar type) at all times during sample collection. All samples will immediately be placed on ice after sample collection and transferred to the laboratory within the method specified holding time and allowing for adequate sample processing at the laboratory. Sample chain-of-custody (COC) forms will be reviewed to ensure sample labels and proper documentation procedures were followed.

Data QA/QC, CEDEN Formatting and Uploads

Analytical data will be reviewed and verified by our team lead chemist, Rolf Schottle to determine whether the data quality objectives have been met, and whether appropriate corrective actions have been taken, when necessary. Rolf will be responsible for following up on any QA/QC issues identified as a part of his review. After completion of the data review and a QA/QC verification for reporting, the results in electronic format will be imported into Team's database system.

The analytical data collected during each monitoring will be reviewed, formatted and submitted to the LE/CL TMDL TF database and CEDEN. After data is formatted correctly into CEDEN templates, online data checkers are used to ensure consistency in data quality. Our data management and quality assurance team has extensive experience in CEDEN formatting and uploading.

Project Logistics and Schedule

A proposed timeline including monitoring and reporting activities for the LE/CL Monitoring Program is provided in Table 4. We have put considerable thought into the required logistics as they relate to the schedule, including consultation with our subconsultants on any timing challenges and restrictions they may have. The LE/CL TMDL TF has contracted with Blue Water Satellite to conduct remote sensing in both lakes to estimate chlorophyll-a concentrations. Coordination of the in-lake monitoring activities with Blue Water Satellite will be performed well in advance of proposed monitoring dates in order to ensure sample collection coincides with satellite overpass imagery to ground truth the remote sensing results.

With regard to reporting we feel it is important for the LE/CL stakeholders to have an opportunity to review data collected as soon as possible prior to draft and final comprehensive reports are prepared. Prior to each quarterly summary report, available data collected from the prior quarter will be presented to stakeholders, along with a review of results received from in-situ data sondes. This sharing of results provides an opportunity to not only share findings, but to ensure the level of QA/QC required is met and agreed upon by all stakeholders prior to subsequent data analysis and incorporation into quarterly and subsequent annual reports. It also provides an opportunity to address any concerns that the Amec Foster Wheeler Team, the LE/CL TMDL TF, and other stakeholders may have before proceeding further.

For the schedule, we have assumed a start data of July 1 and identified a project completion date of September 1st for each monitoring year.

Table 4. LE/CL TMDL Monitoring Program Schedule of Activities and Deliverables

Task	Description	Start Date (First Year)	Finish Date (First Year)
Task 1	Project Management, Administration	07/01/2015	09/01/2016
Task 2	Meeting Attendance, Monit. Updates, Update QAPP and SAP	07/01/2015	06/30/2016
Task 3	Monitoring Site Preparation, Meeting with RCFC&WCD	09/01/2015	10/01/2015
Task 4	Wet Event Monitoring	10/01/2015	04/30/2016
Task 5	In-Lake Monitoring ^a	9/01/2015	07/1/2016
Task 6	Data QA/QC, CEDEN Formatting and Uploads	04/30/2016	06/30/2016
Task 7	Draft Report	05/01/2016	06/30/2016
	Final Report	07/30/2016	09/01/2016

^a Bi-monthly starting in September, 2015. Actual dates will be determined in consultation with the LE/CL TMDL TF.

Draft and Final Annual Water Quality Monitoring Report

The team will prepare a draft and final Lake Elsinore and Canyon Lake Nutrient TMDL Annual Water Quality Monitoring Report at the completion of each monitoring season. The report will incorporate the results of the watershed-wide storm monitoring data and the in-lake water quality monitoring data collected. An electronic copy of the draft report will be provided to LESJWA for the Task Force to review and comment on. At least two weeks will be provided for the Task Force to review the draft report. Once all the comments have been addressed, the report will be finalized and submit an electronic copy of the final report to LESJWA.

Analytical methods will integrate prior LE/CL data in order to better assess trends in water quality. The ability to use historic data with consistent methods is critical to the Program goals to evaluate progress towards TMDL compliance. The Amec Foster Wheeler Team is well versed in methods required to perform program trend analysis, as well as a multitude of other more advanced and powerful statistical and graphical procedures that may prove beneficial for the LE/CL monitoring program. In such monitoring programs, analysis of statistical power and potential confounding factors is extremely important. These are integral components of all similar programs managed by our Team, and constitute an area we have extensive experience with and an outstanding reputation investigating and addressing.

The combined statistical and data analysis expertise of the Team will be used to generate overall program conclusions that are based on a synthesis and integration of data across disciplines (e.g., water quality, chemistry, and biology). The ability to properly identify appropriate methods and convey the information in a clear and concise format is essential. Graphical presentations are often a very effective way of conveying both simple and complicated datasets and analyses in an easy to understand format.

All summarized analytical data and draft and final reports will undergo both internal peer review, and a third party QA/QC review prior to submitting summaries and analyses to the LE/CL TMDL TF to ensure the utmost quality. Further, all data will be submitted in EDD format.



Lake Elsinore & Canyon Lake Nutrient TMDL Compliance Monitoring Implementation Fee Proposal Summary

Provided by Chris Stransky, Amec Foster Wheeler, San Diego CA
Revised Costs Provided to Mr. Rick Whetsel (SAWPA) - June 12, 2015

Task	Description	Combined Total (\$)
TASKS 1 and 2	Project Management/ Coordination Activities with Lake Elsinore Canyon Lake TMDL Technical Advisory Committee (LE/CL TAC), and Laboratory Contracting. Incl. pre-monit. field supplies for watershed monitoring.	\$15,617
TASK 3	Implement Monitoring Programs	\$102,414
TASK 4	Attend Lake Elsinore Canyon Lake TMDL Technical Advisory Committee Meetings, Including Prep	\$7,120
TASK 5	Draft and Final Annual Water Quality Monitoring Report, Including Quarterly Reports	\$25,655
ANNUAL PROGRAM GRAND TOTAL		\$150,805
CONTRACT TOTAL (3-yr)		\$452,415

Lake Elsinore & Canyon Lake Nutrient TMDL Compliance Monitoring Implementation (Page 1 of 2)



Description:		TASKS 1 and 2 - Project Management/ Coordination and Contract with Laboratory				TASK 3 - Implement Monitoring Programs										
		Task 1.1 and 2.0		Task 1.2		Task 3.1		Task 3.2		Task 3.3		Task 3.4		Task 3.5		
		Project Management & Administration Including Laboratory Contracting		Watershed Monitoring Site Preparation, Meeting with RCFC&WCD, Pre-monit. field supplies		Wet Event Watershed Monitoring, False Starts, Contingency for Site 6 (may be allocated for new 4th site)		Lake Elsinore: Bi-Monthly (every other month: 6 total events for the year) Monitoring - Assumes 12 hr, Single Field Day. (5 hrs of day committed to LE).		Canyon Lake: Bi-Monthly (every other month: 6 total events for the yr.) Monitoring - Assumes 12 hour, Single Field Day. (7 Hrs of day committed to CL).		Analysis of Lake Elsinore aeration system sonde data (Bi-monthly comparison of data sonde and in-situ data).		Data QA/QC, CEDEN Formatting and Uploads		
Combined Watershed and In-Lake Costs Lake Elsinore & Canyon Lake Nutrient TMDL Compliance Monitoring Implementation Amec Foster Wheeler Revised Cost - June 12, 2015																
A. LABOR		Rate	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount
PM - Chris Stransky		\$ 165.00	10	\$1,650	8	\$1,320	12	\$1,980	6	\$990	6	\$990	6	\$990	0	\$0
Lead Technical Support & QA - Gardiner, Schottle		\$ 165.00		\$0		\$0		\$0		\$0		\$0		\$0	8	\$1,320
Field Oversight - Rudolph/ Engelhorn		\$ 140.00	8	\$1,120	16	\$2,240	52	\$7,280	8	\$1,120	8	\$1,120	6	\$840	22	\$3,080
Field Manager - Huff, Burns, Drake		\$ 115.00	4	\$460	20	\$2,300	98	\$11,270	42	\$4,830	54	\$6,210	12	\$1,380	12	\$1,380
Field Support		\$ 100.00		\$0	12	\$1,200	98	\$9,800	36	\$3,600	48	\$4,800	30	\$3,000		\$0
GIS		\$ 100.00		\$0		\$0		\$0		\$0		\$0		\$0		\$0
Word Processing		\$ 75.00		\$0		\$0		\$0		\$0		\$0		\$0		\$0
Proj Admin		\$ 115.00	12	\$1,380		\$0		\$0		\$0		\$0		\$0		\$0
		\$ -		\$0		\$0		\$0		\$0		\$0		\$0		\$0
TOTAL LABOR			34	\$4,610	56	\$7,060	260	\$30,330	92	\$10,540	116	\$13,120	54	\$6,210	42	\$5,780
B. OTHER DIRECT COSTS		Rate	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount
Mileage		\$ 0.57		\$0	250	\$143	1,050	\$599	540	\$308	540	\$308	0	\$0		\$0
Misc. sampling supplies (disp. sampling equipment, gloves, etc. per year cost)		\$ 150.00		\$0		\$0	1	\$150		\$0		\$0		\$0		\$0
Ice (3 per event per site)		\$ 5.00		\$0		\$0	18	\$90		\$0		\$0		\$0		\$0
12V deep cycle battery (one per site)		\$ 125.00		\$0	4	\$500		\$0		\$0		\$0		\$0		\$0
Teflon/St. Strainers (one per site)		\$ 79.00		\$0	4	\$316		\$0		\$0		\$0		\$0		\$0
Polyethylene Bottles (24) 1 L		\$ 120.00		\$0	12	\$1,440		\$0		\$0		\$0		\$0		\$0
Teflon tubing, 100 ft., 3/8 in. (one per 2 sites)		\$ 295.00		\$0	2	\$590		\$0		\$0		\$0		\$0		\$0
silicone tubing, 50 ft., 3/8 in. (one per year)		\$ 283.00		\$0	1	\$283		\$0		\$0		\$0		\$0		\$0
YSI Calibration Solution (per event)		\$ 20.00		\$0		\$0	3	\$60		\$0		\$0		\$0		\$0
ISCO 6712 Autosampler Rental (per event)		\$ 225.00		\$0	3	\$675		\$0		\$0		\$0		\$0		\$0
TOTAL OTHER DIRECT COSTS				\$0		\$3,947		\$899		\$308		\$308		\$0		\$0
C. FIELD SUPPLIES & EQUIPMENT																
Water Quality Meter Rental		\$ 150.00		\$0		\$0	6	\$900	3	\$450	3	\$450		\$0		\$0
John Boat + Engine		\$ 200.00		\$0		\$0		\$0	3	\$600	3	\$600		\$0		\$0
Field computer (2 days each event)		\$ 50.00		\$0		\$0	6	\$300		\$0		\$0		\$0		\$0
TOTAL FIELD SUPPLIES & EQUIPMENT				\$0		\$0		\$1,200		\$1,050		\$1,050		\$0		\$0
E. SUBCONTRACTORS																
Laboratory Chemistry Testing LE		\$ 415.00		\$0		\$0		\$0	6	\$2,490	6	\$8,220		\$0		\$0
Laboratory Chemistry Testing CL		\$ 1,370.00		\$0		\$0		\$0		\$0		\$0		\$0		\$0
Laboratory Chemistry Testing Watershed		\$ 295.00		\$0		\$0	18	\$5,310		\$0		\$0		\$0		\$0
Blue Water Satellite		\$ 1,300.00		\$0		\$0		\$0	6	\$7,800	6	\$7,800		\$0		\$0
TOTAL SUBCONTRACTORS				\$0		\$0		\$5,310		\$10,290		\$16,020		\$0		\$0
NON LABOR TOTAL				\$0		\$3,947		\$7,409		\$11,648		\$17,378		\$0		\$0
F. G&A (Items B,C,D,E)		0.00%		\$0		\$0		\$0		\$0		\$0		\$0		\$0
G. G&A/PROFIT ON ODCs		0%		\$0		\$0		\$0		\$0		\$0		\$0		\$0
H. TASK TOTAL				\$4,610		\$11,007		\$37,739		\$22,188		\$30,498		\$6,210		\$5,780

Lake Elsinore & Canyon Lake Nutrient TMDL Compliance Monitoring Implementation (Page 2 of 2)



Description:

Combined Watershed and In-Lake Costs Lake Elsinore & Canyon Lake Nutrient TMDL Compliance Monitoring Implementation
Amec Foster Wheeler
Revised Cost - June 12, 2015

TASK 4 - Committee Meetings

Task 4.1

LE/CL-TAC Coordination/Meeting
Attendance (up to 6 meetings)

TASK 5 - Draft/Final Report

Task 5.1

Quarterly In-Lake Monit.
Reports: Summarize any data
collected in the previous
quarter. Not a comprehensive
analysis.

Task 5.2

Final Annual Report: This final
report is a comprehensive analysis
of the year-long trends and
recommendations for Year 2 of the
project.

A. LABOR		Rate	Hrs	Amount	Hrs	Amount	Hrs	Amount
PM - Chris Stransky		\$ 165.00	14	\$2,310	4	\$660	16	\$2,640
Lead Technical Support & QA - Gardiner, Schottle		\$ 165.00	6	\$990	4	\$660	4	\$660
Field Oversight - Rudolph/ Engelhorn		\$ 140.00	16	\$2,240	12	\$1,680	56	\$7,840
Field Manager		\$ 115.00	12	\$1,380	16	\$1,840	40	\$4,600
Field Support		\$ 100.00		\$0	20	\$2,000	10	\$1,000
GIS		\$ 100.00		\$0	4	\$400	10	\$1,000
Word Processing		\$ 75.00		\$0		\$0	9	\$675
Proj Admin		\$ 115.00		\$0		\$0		\$0
		\$ -		\$0		\$0		\$0
TOTAL LABOR			48	\$6,920	60	\$7,240	145	\$18,415
B. OTHER DIRECT COSTS		Rate	Units	Amount	Units	Amount	Units	Amount
Mileage		\$ 0.57	350	\$200		\$0		\$0
Misc. sampling supplies (disp. sampling equipment, gloves, etc. per year cost)		\$ 150.00		\$0		\$0		\$0
Ice (3 per event per site)		\$ 5.00		\$0		\$0		\$0
12V deep cycle battery (one per site)		\$ 125.00		\$0		\$0		\$0
Teflon/St. Strainers (one per site)		\$ 79.00		\$0		\$0		\$0
Polyethylene Bottles (24) 1 L		\$ 120.00		\$0		\$0		\$0
Teflon tubing, 100 ft., 3/8 in. (one per 2 sites)		\$ 295.00		\$0		\$0		\$0
silicone tubing, 50 ft., 3/8 in. (one per year)		\$ 283.00		\$0		\$0		\$0
YSI Calibration Solution (per event)		\$ 20.00		\$0		\$0		\$0
ISCO 6712 Autosampler Rental (per event)		\$ 225.00		\$0		\$0		\$0
TOTAL OTHER DIRECT COSTS				\$200		\$0		\$0
C. FIELD SUPPLIES & EQUIPMENT								
Water Quality Meter Rental		\$ 150.00		\$0		\$0		\$0
John Boat + Engine		\$ 200.00		\$0		\$0		\$0
Field computer (2 days each event)		\$ 50.00		\$0		\$0		\$0
TOTAL FIELD SUPPLIES & EQUIPMENT				\$0		\$0		\$0
E. SUBCONTRACTORS								
Laboratory Chemistry Testing LE		\$ 415.00		\$0		\$0		\$0
Laboratory Chemistry Testing CL		\$ 1,370.00		\$0		\$0		\$0
Laboratory Chemistry Testing Watershed		\$ 295.00		\$0		\$0		\$0
Blue Water Satellite		\$ 1,300.00		\$0		\$0		\$0
TOTAL SUBCONTRACTORS				\$0		\$0		\$0
NON LABOR TOTAL				\$200		\$0		\$0
F. G&A (Items B,C,D,E)	0.00%			\$0		\$0		\$0
G. G&A/PROFIT ON ODCs	0%			\$0		\$0		\$0
H. TASK TOTAL				\$7,120		\$7,240		\$18,415

Project Organization, Personnel, and Staffing

Amec Foster Wheeler has assembled a highly talented team of professionals who possess the depth and breadth of knowledge and experience necessary to successfully plan and execute projects for each of the work categories required by this as-needed contract. The organization of Amec Foster Wheeler's team is presented in Figure 1. Also shown are the task leaders for each of the required work categories as well as the special attention that will be placed on both QA/QC (Rolf Schottle) and Health and Safety (Tyler Huff) functions. As shown on Figure 1, Mr. Stransky will serve in the role of Project Manager and main point-of-contact for the LE/CL Task Force while Mr. Rudolph will fulfill the role as Deputy Project Manager and secondary point-of-contact. Mr. Stransky's on-site availability for the lifetime of the contract is within 2-3 hours, or sooner by conference call.

Figure 1. Program Organization Chart



LAKE ELSINORE & CANYON LAKE NUTRIENT TMDL COMPLIANCE MONITORING WORK PLAN

by Haley & Aldrich, Inc.
San Diego, California

for Lake Elsinore & San Jacinto Watershed Authority
Riverside, California

File No. 40850-003
April 2015



Haley & Aldrich, Inc.
5333 Mission Center Road
Suite 300
San Diego, CA 92108
619.280.9210

23 April 2015
File No. 40850-003

Lake Elsinore & San Jacinto Watershed Authority
11615 Sterling Avenue
Riverside, California 92503

Attention: Mr. Rick Whetsel

Subject: Lake Elsinore & Canyon Lake Nutrient TMDL
Compliance Monitoring Work Plan
Lake Elsinore & San Jacinto Watershed Authority
Riverside, California

Ladies and Gentlemen:

Attached please find the Final Lake Elsinore & Canyon Lake Nutrient TMDL Compliance Monitoring Work Plan. Please contact me directly at 619.285.7132 or by e-mail at ngardiner@haleyaldrich.com if you have any questions.

Sincerely yours,
HALEY & ALDRICH, INC.

A handwritten signature in black ink that reads "Nancy E. Gardiner".

Nancy Gardiner
Vice President/Senior Client Leader

Enclosures

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IV	In-lake Analytical Constituents and Methods

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2	Lake Elsinore In-Lake Sampling Locations
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4	Lake Elsinore Satellite Imagery Locations
5	Canyon Lake Satellite Imagery Locations

1. BACKGROUND AND INTRODUCTION

The following document presents the Comprehensive Monitoring Plan for compliance with the Lake Elsinore & Canyon Lake Nutrient Total Maximum Daily Loads (TMDLs) and demonstrates progress toward attaining compliance with respective waste load allocations (WLAs) and/or TMDL response targets. This document is intended to describe the overall approach for compliance monitoring in the near term (2014 through 2019). Details regarding sample collection, handling, and analysis protocols are discussed in the Quality Assurance Project Plan for this monitoring program.

Lake Elsinore is a natural freshwater lake in Southern California that provides a variety of natural habitats for terrestrial and aquatic species. The beneficial uses of the lake include water contact recreation (REC1), non-water contact recreation (REC2), warm freshwater habitat (WARM), and wildlife habitat (WILD). Canyon Lake was constructed in 1928 as the Railroad Canyon Reservoir. It is located about 2 miles upstream of Lake Elsinore and water spilled from Canyon Lake is a main source of water for Lake Elsinore. The beneficial uses of Canyon Lake include municipal and domestic water supply (MUN), agricultural supply (AGR), groundwater recharge (GWR), body contact recreation (REC1), non-body contact recreation (REC2), warm freshwater aquatic habitat (WARM), and wildlife habitat (WILD).

Local stakeholders and the Santa Ana Regional Water Quality Control Board (RWQCB) have been working together since 2000 to identify the sources of nutrients impairing each lake and evaluate the impacts to water quality and beneficial uses incurred from nutrient sources. Stakeholders have participated in watershed-wide annual stormwater quality and flow monitoring along the San Jacinto River and Salt Creek and monitor Lake Elsinore and Canyon Lake water quality with the support of the Elsinore Valley Municipal Water District (EVMWD) and the San Jacinto River Watershed Council. Available grant funding helped stakeholders to develop models of the lakes to better understand their characteristics and a San Jacinto River Watershed model to simulate wash off and nutrient transport to the lakes. The Lake Elsinore & San Jacinto Watersheds Authority (LESJWA) also performed numerous studies of each lake and started to implement projects expected to improve in-lake water quality.

In December 2004, the RWQCB adopted amendments to the Water Quality Control Plan for the Santa Ana River Basin (Basin Plan) to incorporate TMDLs for nutrients in Canyon Lake and Lake Elsinore. The Basin Plan Amendment specifies, among other things, monitoring recommendations to track compliance with TMDLs and associated WLAs and measuring compliance to in-lake numeric water quality targets. Numeric targets have been established and incorporated in the TMDLs for nutrients (total nitrogen, phosphorous, and ammonia), pH, dissolved oxygen, chlorophyll a, and total dissolved solids (TDS); however the ultimate compliance goal for beneficial uses in both lakes is to reduce enhanced eutrophication, which can negatively affect biological communities, result in fish kills, and impact recreational use. The recommendations outlined in RWQCB Resolution No. R8-2004-0037 required stakeholders to develop management plans and conduct long-term monitoring and implementation programs aimed at reducing nutrient discharges to Lake Elsinore and Canyon Lake.

Beginning in December 2004, the Lake Elsinore and Canyon Lake TMDL Task Force (Task Force) was convened to provide a forum for stakeholder interaction related to the TMDL process. The Task Force consists of representatives from local cities, Riverside County, agriculture and dairy, environmental groups, and the regulatory community. At the request of the RWQCB, The Santa Ana Watershed Project Authority serves as a neutral facilitator for the TMDL development process for Lake Elsinore and Canyon Lake.

Throughout this time, the Task Force stakeholders were able to develop a priority schedule for addressing data gaps. This enabled them to focus on the most prominent data gaps and limitations to the nutrient TMDL calculation, while performing an agreed upon level of monitoring to remain consistent with the Basin Plan requirements to track compliance with TMDLs and associated WLAs. The Lake Elsinore and Canyon Lake Nutrient TMDL Monitoring Plan was approved by the RWQCB in March 2006 and subsequently implemented by the Task Force in April 2006 through June 2012. This monitoring approach included an intensive study of in-lake processes, an intensive watershed study, and compliance monitoring. The in-lake monitoring efforts were subsequently discontinued temporarily in agreement with the RWQCB to redirect funding towards nutrient reduction actions including lake stabilization efforts, fish management strategies to reduce resuspension of sediments from carp and zooplankton grazing by shad, and adding alum to bind nutrients in Canyon Lake. As stipulated in the agreement with the RWQCB, the Task Force drafted this Compliance Monitoring Work Plan to reassess current conditions and establish a monitoring framework to assess trends towards meeting TMDL targets.

2. OBJECTIVES OF THE NUTRIENT TMDL COMPLIANCE MONITORING WORK PLAN

The following objectives (in order from highest to lowest priority) are being considered in developing the Nutrient TMDL Compliance Monitoring Work Plan:

1. Evaluate the status and trends toward achieving response targets in both lakes;
2. Determine how to quantify the amount of influence natural background has on the status and trend; and
3. Distinguish and quantify the external pollutant loading originating in the upstream watershed above the lakes.

Additional objectives of the monitoring are to support the stormwater compliance activities underway by other entities in the watershed, including the reissuance of the Riverside County Municipal Stormwater National Pollutant Discharge Elimination Systems Permit [Order R8-2010-0033; Municipal Separate Storm Sewer System (MS4) Permit], and land use monitoring requirements related to the Conditional Waiver for Agricultural Discharges.

3. WATERSHED-WIDE MONITORING

The study design for the watershed-wide monitoring is to continue to determine nutrient loading into Canyon Lake and Lake Elsinore from upstream watershed sources and to add to the historical monitoring data set for identifying long-term trends.

3.1 SAMPLING PERIOD

Stormwater runoff will continue to be sampled during three storm events per year during the wet season at all stations when flow is present. Samples will not be collected during dry weather. However, total annual flows measured at the collocated US Geological Survey (USGS) stream gauges will be used to calculate total watershed loading (based on the average event mean concentrations measured during the storm events).

3.2 SAMPLING LOCATIONS FOR WATERSHED-WIDE MONITORING

There are four historical sampling stations located throughout the San Jacinto River watershed, Lake Elsinore, and Canyon Lake area (Table I and Figure 1). The sampling locations were carefully selected to reflect various types of land use and have been monitored since 2006. Three of the four sites were selected because they are indicative of inputs to Canyon Lake originating from the main stem of the San Jacinto River, Salt Creek, and the watershed above Mystic Lake. The fourth site, located below the Canyon Lake Dam, is indicative of loads entering Lake Elsinore from Canyon Lake and the upstream watershed (when the dam is spilling). Many of the sampling stations are located in close proximity to stream gauge stations installed by the USGS or the Riverside County Flood Control & Water Conservation District. The stream gauges provide a general estimate of the total flow in the channel at a location close to each autosampler.

Table I. Watershed-Wide Monitoring Stations

Location Number and Description	Historical Database Station Number
Salt Creek at Murrieta Rd	745
San Jacinto River at Goetz Rd	759
San Jacinto River at Ramona Expressway	741
Canyon Lake Spillway	841

The sampling location along the San Jacinto River at Ramona Expressway is located downgradient of Mystic Lake, an area of land subsidence. Flow has not been observed at this location since a strong El Nino event in the mid-1990s. Because of the active subsidence, this monitoring station is not expected to flow except under extremely high rainfall conditions.

In addition to the historical stations, sampling may be conducted at one additional site that may rotate from year to year as needed to collect data from a new area or to help answer a technical question. Some examples of sites that may be sampled could include a background station, or sites downstream

from areas of interest (e.g., downstream of Ortega or Hemet Channel, Salt Creek at State Street, or Kitching Street Channel at Iris Avenue).

3.3 SAMPLING APPROACH

The following sample collection protocols are intended to collect flow-weighted composite samples at the monitoring sites listed in Table I. Samples may be collected either manually by compositing discrete grab samples, or automatically using automatic sampling equipment (e.g., ISCO autosamplers equipped with flow meters). Samples will be collected on both the rising limb (increasing flow) and the falling limb (decreasing flow) of the hydrograph. Eight to twelve discrete samples will be collected for compositing if collected manually (consistent with previous direction from the RWQCB). More detail regarding the sampling approach (e.g., compositing, sample naming conventions) are described in the Quality Assurance Project Plan (QAPP) for this monitoring program. Flow will be estimated based on data from USGS stream gauges collocated on the same streams near the sampling stations.

3.4 FIELD SAMPLING AND MEASUREMENTS

Field measurements (pH, temperature, and turbidity) will be conducted using a portable meter. Analytes and their associated laboratory methods are summarized in Table II.

3.5 SAMPLE BOTTLES AND LABELS

The analytical laboratory will supply bottles to the sampling team prior to the anticipated storm event. The field staff will complete the sample labels and affix them to the sample bottles. Once the samples are collected, the following information will be identified on each sample label prior to delivery to the analytical laboratory:

- Analyses to be performed on the samples;
- Date and time sample collected;
- Sample number identifying the sample location, date, and aliquot type; and
- Initials of the individual who collected the sample.

3.6 FIELD DATA SHEETS

Field data sheets (Appendix A) will be completed in the field and submitted to LESJWA on behalf of the Task Force and placed in the TMDL file.

3.7 CHAIN OF CUSTODY FORMS

The analytical laboratory will supply the chain of custody forms; a sample chain of custody form is included in Appendix A. The field sampling team will complete these forms with the following information:

- Contact person and telephone numbers;
- Name of study;
- Analyses to be performed on the samples;

- Type of sample collected; and
- Number of bottles per sample and preservatives used.

Each sampling team will complete the following information on their chain of custody form:

- Sample number;
- Date and time sample collected; and
- Name of sampling staff and signature.

3.8 ANALYTICAL CONSTITUENTS

Stormwater samples will be analyzed for the same constituents historically monitored for in the watershed-wide monitoring and as noted in Table II below.

Table II. Analytical Constituents and Methods

Parameter	Analysis	Typical Sample Volume	Recommended Containers	Initial Field Preservation	Maximum Holding Time
Turbidity	Field	N/A	N/A, Measure on site	Unpreserved	N/A
Water Temperature	Field	N/A	N/A, Measure on site	Unpreserved	N/A
pH	Field	N/A	N/A, Measure on site	Unpreserved	N/A
Total Organic Nitrogen (Org-N)	CALC	N/A	N/A	N/A	N/A
Nitrite Nitrogen (NO ₂ -N)	SM4500-NO ₂ B	150 m/L	Poly	Unpreserved	48 hours
Nitrate Nitrogen (NO ₃ -N)	EPA 300.0	300 m/L	Poly	Unpreserved	48 hours
Ammonia Nitrogen (NH ₄ -N)	SM4500-NH ₃ H	500 m/L	Poly	H ₂ SO ₄	28 days
Total Kjeldahl Nitrogen (TKN)	EPA 351.3	600 m/L	Poly	H ₂ SO ₄	28 days
Total Phosphorus (TP)	SM4500-P E	300 m/L	Poly	H ₂ SO ₄	28 days
Soluble Reactive Phosphorus (SRP / ortho-P)	SM4500-P E	1 L	Poly	Unpreserved	48 hours
Total Suspended Solids (TSS)	SM2540C	1 L	Poly	Unpreserved	7 days
Chemical Oxygen	SM5220D	1 L	Poly	H ₂ SO ₄	28 days

Parameter	Analysis	Typical Sample Volume	Recommended Containers	Initial Field Preservation	Maximum Holding Time
Demand (COD)*					
Biochemical Oxygen Demand (BOD)*	SM5210B	4 L	Poly	Unpreserved	48 hours
Total Dissolved Solids (TDS)	EPA 160.1	1 L	Poly	Unpreserved	7 days
Total Hardness	SM 2340C	300 m/L	Poly	HNO2	6 months

* Analyses to be performed on the first discrete sample only.

3.9 SAMPLE TRANSPORTATION

Samples will be transported to the analytical laboratory within holding times for the intended analyses.

4. IN-LAKE MONITORING

4.1 BACKGROUND

Routine in-lake monitoring was initiated in 2006 by local stakeholders in cooperation with the RWQCB at three open water locations in Lake Elsinore and four locations in Canyon Lake. Monitoring was conducted monthly between October and May and twice per month between June and September, with grab samples collected at the surface, within the water column, and/or as depth-integrated samples (depending on the lake and the analyte). In 2011-2012, sampling locations in Lake Elsinore and Canyon Lake were reduced to one and three stations, respectively, following a review of available data that indicated consistent similar nutrient concentrations and physical water quality parameters among the three sampling sites in Lake Elsinore and two sites in east Canyon Lake. This saving also shifted resources towards a number of implementation strategies aimed at reducing nutrient impacts in both lakes as described in RWQCB Resolution No. R8-2011-0023. In-lake monitoring was then suspended temporarily in 2012-2013 to further redirect additional resources toward implementing in-lake best management practices. However, ongoing in-lake sampling will be required to estimate progress toward attaining nutrient TMDL targets and calculating annual and 10-year running averages.

4.2 MANAGEMENT QUESTIONS

Specific questions to be addressed through the Compliance Monitoring Work Plan proposed herein:

1. What is the status and trend of each lake towards achieving TMDL response targets seasonally and over time?
2. How do single point in time in-situ water quality profiles of dissolved oxygen (DO), pH, conductivity, and temperature in Lake Elsinore compare to data derived from real time data sondes currently installed and managed by the EVMWD for TMDL compliance purposes?
3. How do estimated chlorophyll-a concentrations from satellite imagery compare to individual grab samples in each lake? Can the satellite imagery provide a more accurate cost effective means of assessing chlorophyll-a concentrations for compliance purposes?

4.3 LAKE ELSINORE MONITORING

In order to maintain consistency and facilitate the assessment of trends toward meeting compliance goals, the in-lake monitoring design halted in 2012 (LESJWA, 2012) will be resumed using the three former stations outlined in the approved Lake Elsinore and Canyon Lake Nutrient TMDL Monitoring Plan (LESJWA, 2006; Figure 2). One station (Site 2 on Figure 2) will have analytical samples collected and in-situ water quality readings, while the remaining two stations will only have in-situ water quality readings performed. Monitoring in the central portion of the lake at Site 2 (marked by a buoy) to collect surface-to-bottom depth integrated samples for nitrate, nitrite, ammonia, TKN, total phosphorous, soluble reactive phosphorus (SRP/Ortho-P), and TDS will occur every-other month. This sampling regime will continue to help assess seasonal changes and statistical trends over time using an annual average calculation with each date treated as a replicate data point. This sampling will be coordinated to occur on the same day as satellite imagery discussed in Section 4.1.5. Depth-integrated samples will be prepared by either combining discreet grab samples collected using a Van Dorn bottle at each 1-meter (m) depth interval throughout the water column, including the surface, or using a peristaltic pump and

lowering/raising the inlet tube through the water column at a uniform speed. Two discrete samples will be collected and analyzed for chlorophyll-a: 1) a surface-to-bottom depth integrated sample as described above; and 2) a 0-2-m depth integrated surface sample using a 2-m long polycarbonate sampling core. Note that while no WLAs for total ammonia are currently in place for Lake Elsinore, ammonia can be an important driver of toxicity, potentially causing fish kills and decreasing zooplankton survival/reproduction, particularly given the historically high ambient pH values observed in the lake that enhance the more toxic un-ionized fraction of ammonia.

In-situ monitoring using pre-calibrated hand-held YSI field meters or equivalent will also be performed during each sampling event at all three stations (Sites 1, 2, and 3) for pH, DO, temperature, and conductivity field measurements. A complete depth profile at each station will be recorded for each parameter at 1-m intervals. These data will be used to assess spatial variability and compared to data obtained from the currently installed data sondes operated by EVMWD near the center of the lake. Water clarity will also be assessed at all three stations using a Secchi disk. An attempt will be made for a better comparison to existing data by collecting all water samples and field measurements prior to noon during each sampling event to avoid collecting suspended sediments potentially stirred up from the bottom of the lake by frequent afternoon winds. End-of-the-day field measurements (i.e. after ~3pm) will also be recorded for pH, DO, temperature, and conductivity at all three stations to assess any potential temporal variability in these parameters throughout the day.

A summary of collection activities for Lake Elsinore and Canyon Lake is outlined in Table III. A summary of analytical parameters and methodologies for routine TMDL compliance monitoring is provided in Table IV.

Data collected by the two currently installed in-situ data sondes used for monitoring the water pump/aeration system in Lake Elsinore will be analyzed to look at daily cycles and trends across each two-month monitoring period. These data could be compared to any other concurrent measurements that might have been performed during their use, as well as historic water quality records in relation to TMDL targets. Such an evaluation could provide valuable insight into: 1) whether the data sondes may provide a more cost effective solution to monitor water quality in the lake; and 2) whether the pump/aeration system is able to provide substantial measurable benefit related to the TMDL targets.

4.4 CANYON LAKE MONITORING

Similar to Lake Elsinore, monitoring efforts and locations in Canyon Lake were selected based on the monitoring conducted between 2006 and 2012 to provide consistency in assessing trends toward meeting compliance goals. The in-lake monitoring design halted in 2012 will therefore be resumed using four stations outlined in the approved Lake Elsinore and Canyon Lake Nutrient TMDL Monitoring Plan (LESJWA, 2006; Figure 3). These include two in the main body of the lake (CL07 near the dam and CL08 in the northern arm) and two in the East Bay (CL09 and CL10). This sampling will be conducted every other month and coordinated to occur on the same day as satellite imagery. Consistent with Lake Elsinore monitoring, surface-to-bottom depth integrated samples will be collected for nitrate, nitrite, ammonia, TKN, total phosphorous, soluble reactive phosphorus (SRP / Ortho-P), and TDS. These analytical samples will be collected at only three of the four monitoring locations (CL07, CL08, and CL10). Station CL10 was selected as the primary monitoring location in the east arm of Canyon Lake for TMDL compliance monitoring in 2011-2012 following the approved reduction from four to three locations as described in Section 4.1.1. This site is more centrally located within the east arm and past results indicated similar water quality between the two east bay sites overall. The width of the lake at Station

CL10 is narrower than that at Station CL09, potentially resulting in an edge interference at this location for the satellite imagery used to quantify chlorophyll-a over a larger area. Surface water samples will also be collected from this location for chlorophyll-a analysis only to enable a more direct comparison to satellite imagery at Station CL09.

Depth integrated samples at sites CL07, CL08, and CL10 will be prepared by either combining discrete grab samples collected using a Van Dorn bottle at each 1-m depth interval throughout the water column, including the surface, or using a peristaltic pump and lowering/raising the inlet tube through the water column at a uniform speed. Two discrete samples will be collected and analyzed for chlorophyll-a at Stations CL07, CL08, and CL10: 1) a surface-to-bottom depth integrated sample as described above; and 2) a 0-2-m depth integrated surface sample using a 2-m long polycarbonate sampling core. One 0-2-m depth integrated surface sample will be collected for chlorophyll-a at Station CL09.

In-situ monitoring using pre-calibrated hand-held YSI meters or equivalent will also be performed during each sampling event at all four stations (Sites CL07, CL08, CL09, and CL10) for pH, DO, temperature, and conductivity field measurements. A complete depth profile at each station will be collected for each of these parameters at 1-m intervals. Water clarity will also be assessed at each sampling location using a Secchi disk. An attempt will be made for a better comparison to existing data by collecting all water samples and field measurements prior to noon during each sampling event to avoid collecting suspended sediments potentially stirred up from the bottom of the lake by frequent afternoon winds. End-of-the-day field measurements (i.e., after ~3pm) will also be recorded for pH, DO, temperature, and conductivity at all four stations to assess any potential temporal variability in these parameters throughout the day.

Table III. Summary of In-Lake Collection Activities

Lake	Frequency	Location	Analytical Samples Collected (Y/N) ^a	Chlorophyll-a ^b	Field Water Quality Measurements (Y/N) ^d
Lake Elsinore	Bi-monthly	Station 1	N	N	Y
		Station 2	Y	Y	Y
		Station 3	N	N	Y
	Continuous	EVMWD Sites (Buoys 1 and 2)	N	N	Y ^e
Canyon Lake	Bi-monthly	Station 7	Y	Y	Y
		Station 8	Y	Y	Y
		Station 9	N	Y ^c	Y
		Station 10	Y	Y	Y

Note: Bi-monthly is sampling every other month (i.e. six times per year)

^a Includes depth integrated samples for nitrate, nitrite, ammonia, TKN, total phosphorous, soluble reactive phosphorus (SRP / Ortho-P), and TDS.

^b Chlorophyll-a: Two samples: 1) a surface-to-bottom depth integrated sample; and 2) a 0-2-m depth integrated surface sample.

^c A 0-2-m depth integrated surface sample only will be collected for chlorophyll-a at Site CL09 for direct comparison to satellite imagery results at this location.

^d Includes depth profile field measurements for pH, DO, temperature, and conductivity. Water clarity will be measured using a Secchi disk.

^e Two stations located near the center of Lake Elsinore are monitored by EVMWD for DO, conductivity, pH, and temperature using permanently installed in-situ YSI data sondes. The primary purpose of these sondes is to monitor vertical DO profiles daily to efficiently determine when aeration pumps should be operated to minimize DO stratification in the lake.

Table IV. In-lake Analytical Constituents and Methods

Parameter	Analysis SOP #	Sampling Method	Typical Sample Volume	Recommended Containers	Initial Field Preservation	Maximum Holding Time
Water Clarity	In-situ Field	Secchi disk	N/A	N/A, Measure on site	N/A, Measure on site	N/A
Water Temperature	In-situ Field	Field Meter	N/A	N/A, Measure on site	N/A, Measure on site	N/A
pH	In-situ Field	Field Meter	N/A	N/A, Measure on site	N/A, Measure on site	N/A
Dissolved Oxygen	In-situ Field	Field Meter	N/A	N/A, Measure on site	N/A, Measure on site	N/A
Nitrite Nitrogen (NO ₂ -N)	SM4500-NO ₂ B	Depth Integrated	150 mL	Poly	<4°C, H ₂ SO ₄	48 hours
Nitrate Nitrogen (NO ₃ -N)	EPA 300.0	Depth Integrated	300 mL	Poly	<4°C, H ₂ SO ₄	48 hours
Total Kjeldahl Nitrogen (TKN)	EPA 351.3	Depth Integrated	600 mL	Poly	<4°C, H ₂ SO ₄	28 days
Ammonia Nitrogen (NH ₄ -N)	SM4500-NH ₃ H	Depth Integrated	500 mL	Poly	<4°C, H ₂ SO ₄	28 days
Total Phosphorus (TP)	SM4500-P E	Depth Integrated	300 mL	Amber Poly	<4°C, H ₂ SO ₄	28 days
Soluble Reactive Phosphorus (SRP / Ortho-P)	SM4500-P E	Depth Integrated	1 L	Amber Poly	<4°C	48 hours
Chlorophyll-a	SM 10200H	Surface & Depth Integrated	1000 mL	Amber Poly	<4°C	48 hours
Total Dissolved Solids (TDS)	SM 2540 C	Depth Integrated	1000 mL	Poly	<4°C	7 Days

^a Depth integrated samples of the entire water column as described in Sections 4.1.2 and 4.1.4.

^b Two samples collected for chlorophyll-a: 1) a surface to bottom depth integrated sample as described above; and 2) a 0-2m depth integrated surface sample using a 2-m polycarbonate sampling core.

mL – milliliter

L - liter

4.5 SATELLITE IMAGERY

In recent years, the Task Force contracted with Blue Water Satellite to conduct remote sensing using Landsat satellite imagery to estimate chlorophyll-a concentrations in Lake Elsinore. Using a resolution of 5 pixels per acre, this effort produced maps of the lake showing graphical, color-coded images of chlorophyll-a concentrations at 15,000 unique data points across the lake. This tool provides snapshots of conditions throughout the entire lake at a given point in time, as opposed to the single data points provided at water quality collection locations; however, the satellite imagery represents only the upper 4 feet of water and therefore cannot completely replace manual sampling.

As part of the compliance monitoring, bi-monthly satellite images showing images of chlorophyll-a concentrations in Lake Elsinore and Canyon Lake (12 total images, 6 for each lake) within defined polygons in each lake will be taken. The polygons each consist of 10 acres surrounding each of the in-lake monitoring points (total of 30 acres in each lake). The polygon locations are shown on Figures 4 and 5. These data can then be used to measure chlorophyll-a as a means of collecting data for calculating the annual average concentration and conducting trends analysis. In the future, satellite imagery mapping could also be conducted prior to and following in-lake treatments (such as alum applications) to gauge effectiveness on a lake-wide scale.

5. REPORTING

Assessing current conditions and an integrative analysis of temporal and spatial trends in water quality related to TMDL targets are important components of the overall nutrient TMDL compliance program. All data collected will be summarized in tables and displayed graphically using methods similar to that provided in prior the Annual TMDL Water Quality Reports to evaluate trends in water quality among both watershed monitoring locations and within Lake Elsinore and Canyon Lake. This will become increasingly important as various watershed and in-lake best management practices are implemented to evaluate their effectiveness at achieving TMDL goals. Tables will provide numerical comparisons relative to Basin Plan Objectives and TMDL targets for in-lake monitoring. Supporting in-lake monitoring information will include vertical profile plots with in-situ measurements of pH, DO, conductivity, temperature, and turbidity and a summary of any field observations of note during sampling efforts. Vertical profile plots of DO will also be compared to the continuous in-situ measurements from the existing data sondes in Lake Elsinore to assess their comparability and applicability to support TMDL compliance. Supporting data from the watershed monitoring will include stream hydrographs, rainfall plots, a summary of analytical results, and an estimate of both dry and wet weather loading of nutrients and total suspended solids to Lake Elsinore and Canyon Lake.

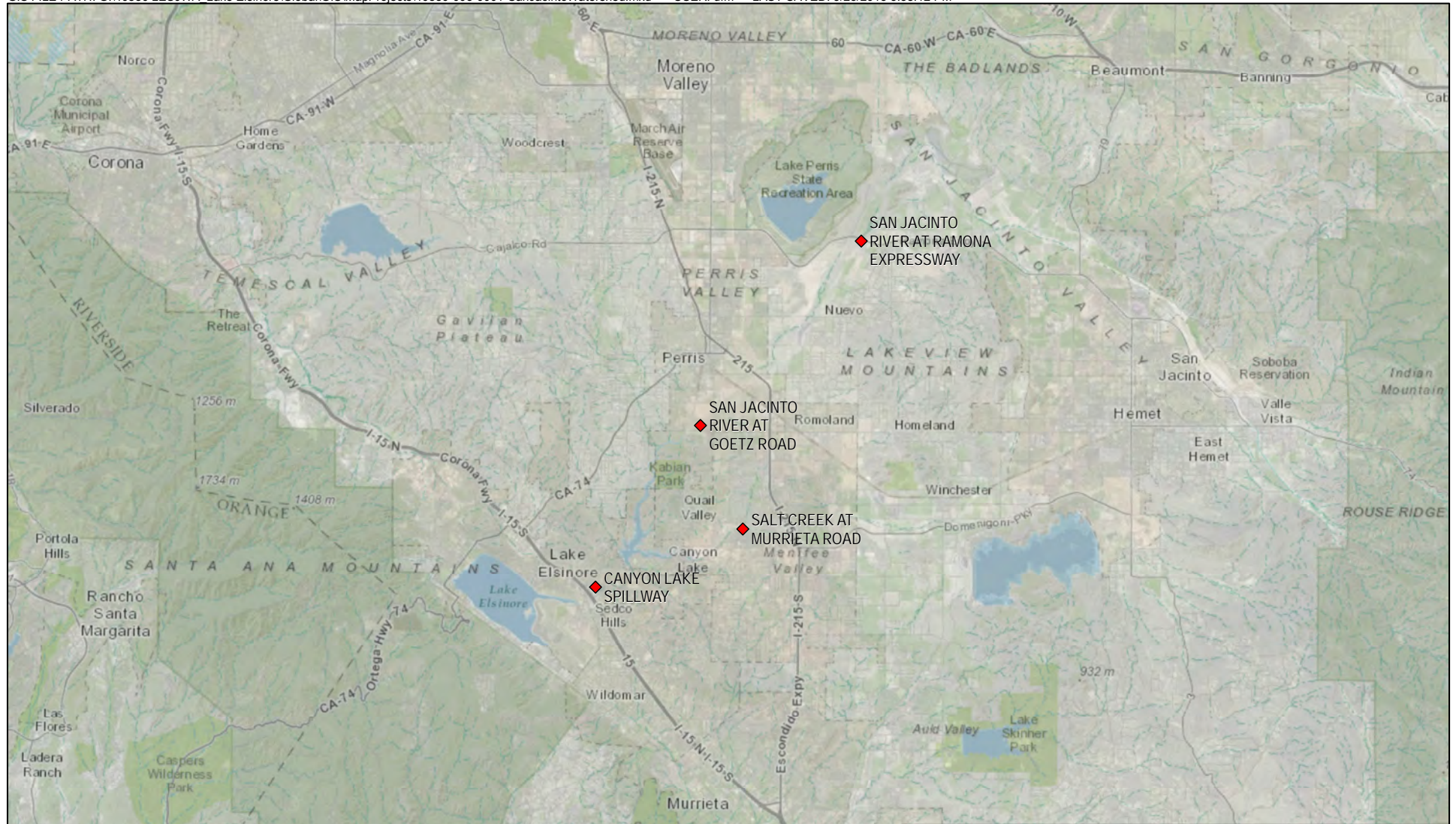
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LEGEND

- ◆ SAN JACINTO WATERSHED-WIDE MONITORING LOCATION

NOTES

1. ALL LOCATIONS AND DIMENSIONS ARE APPROXIMATE
2. SOURCE: LAKE ELSINORE AND CANYON LAKE NUTRIENT TMDL ANNUAL WATER QUALITY REPORT; LAKE ELSINORE AND SAN JACINTO WATERSHEDS AUTHORITY; AUGUST 2014



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**HALEY
ALDRICH**

LAKE ELSINORE AND SAN JACINTO WATERSHEDS AUTHORITY
COUNTY OF RIVERSIDE, CALIFORNIA

SAN JACINTO WATERSHED-WIDE MONITORING STATIONS

APRIL 2015

FIGURE 1



LEGEND

- ◆ LAKE ELSINORE SAMPLING LOCATION

NOTES

1. ALL LOCATIONS AND DIMENSIONS ARE APPROXIMATE
2. SOURCE: APRIL 2007 - MARCH 2008 LAKE ELSINORE WATER QUALITY MONITORING PLAN; MWH ; APRIL 2007; FIGURE 1



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**HALEY
ALDRICH**

LAKE ELSINORE AND SAN JACINTO WATERSHEDS AUTHORITY
COUNTY OF RIVERSIDE, CALIFORNIA

LAKE ELSINORE IN-LAKE SAMPLING LOCATIONS

APRIL 2015

FIGURE 2

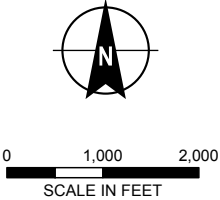


LEGEND

◆ CANYON LAKE SAMPLING LOCATION

NOTES

1. ALL LOCATIONS AND DIMENSIONS ARE APPROXIMATE
2. SOURCE: WATER QUALITY MONITORING PLAN FOR THE CANYON LAKE ALUM APPLICATION PROGRAM; MWH ; AUGUST 2013





HALEY ALDRICH LAKE EL SINORE AND SAN JACINTO WATERSHEDS AUTHORITY
COUNTY OF RIVERSIDE, CALIFORNIA

CANYON LAKE SAMPLING LOCATIONS



LEGEND

-  LAKE ELSINORE SAMPLING LOCATION
-  10 ACRE POLYGON FOR BLUE WATER SATELLITE IMAGERY

NOTES

1. ALL LOCATIONS AND DIMENSIONS ARE APPROXIMATE
2. SOURCE: APRIL 2007 - MARCH 2008 LAKE ELSINORE WATER QUALITY MONITORING PLAN; MWH ; APRIL 2007; FIGURE 1



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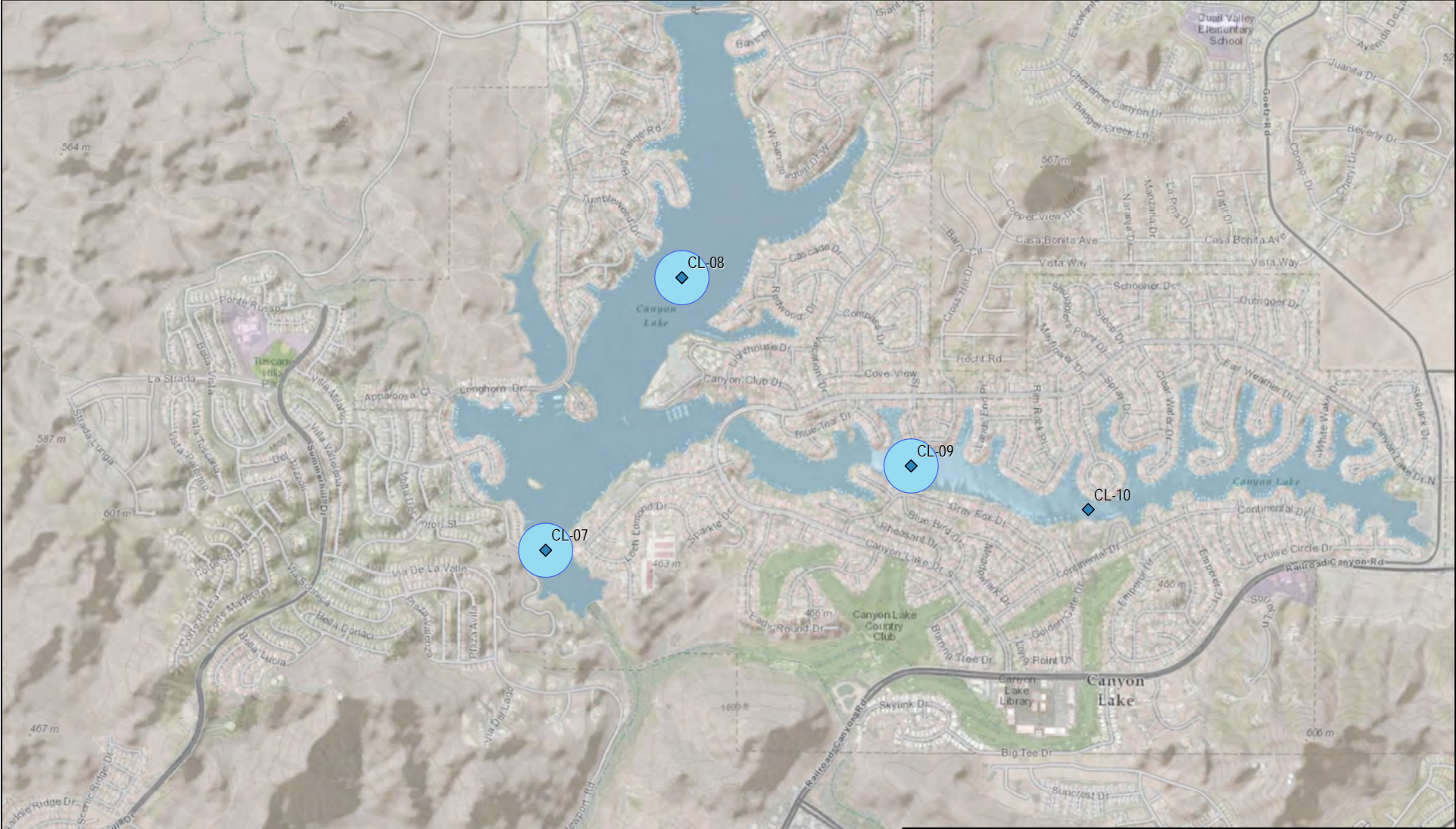
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COUNTY OF RIVERSIDE, CALIFORNIA



LAKE ELSINORE SATELLITE MAGERY LOCATIONS

APRIL 2015

FIGURE 4



LEGEND

-  CANYON LAKE SAMPLING LOCATION
-  10 ACRE POLYGON FOR BLUE WATER SATELLITE IMAGERY

NOTES

1. ALL LOCATIONS AND DIMENSIONS ARE APPROXIMATE
2. SOURCE: WATER QUALITY MONITORING PLAN FOR THE CANYON LAKE ALUM APPLICATION PROGRAM; MWH ; AUGUST 2013



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LAKE EL SINORE AND SAN JACINTO WATERSHEDS AUTHORITY
COUNTY OF RIVERSIDE, CALIFORNIA

**CANYON LAKE SATELLITE
IMAGERY LOCATIONS**

APRIL 2015

FIGURE 5

APPENDIX A

Sampling Forms and Example Chain of Custody

**Lake Elsinore & Canyon Lake Nutrient TMDL
Watershed-Wide Sampling Form**

Station ID No.: _____ Station Name: _____

SAMPLE _____ Time (24-hr clock): _____ Date: __/__/__ Number of containers: ____

Staff Gauge Depth: _____ Meter Depth: _____ Lab No.: _____

Water Temp: _____ pH: _____ Cond: _____

Observations:

Station ID No.: _____ Station Name: _____

SAMPLE _____ Time (24-hr clock): _____ Date: __/__/__ Number of containers: ____

Staff Gauge Depth: _____ Meter Depth: _____ Lab No.: _____

Water Temp: _____ pH: _____ Cond: _____

Observations:

Station ID No.: _____ Station Name: _____

SAMPLE _____ Time (24-hr clock): _____ Date: __/__/__ Number of containers: ____

Staff Gauge Depth: _____ Meter Depth: _____ Lab No.: _____

Water Temp: _____ pH: _____ Cond: _____

Observations:

Station ID No.: _____ Station Name: _____

SAMPLE _____ Time (24-hr clock): _____ Date: __/__/__ Number of containers: ____

Staff Gauge Depth: _____ Meter Depth: _____ Lab No.: _____

Water Temp: _____ pH: _____ Cond: _____

Observations:

**Lake Elsinore & Canyon Lake Nutrient TMDL
Watershed-Wide Sampling Form**

Station Location: _____ Date: _____ Name of Sampler: _____

Field Observation Suggestions (circle appropriate description):

Odor: None, Musty, Sewage, Rotten egg, Sour milk, Fishy, Other

Color: None, Yellow, Brown, Grey, Green, Red, Other

Clarity: Clear, Cloudy, Opaque, Suspended solids, Other

Floatable: None, Oil sheen, Foam, Animal waste, Green waste, Food, Paper, Plastic, Grease,
Hydrophytes, Trash, Other

Settable: None, Salt, Clay, Oil, Rust, Microbes, Other

Weeds: None, Normal, Excessive, Note* _____

Biology: Unobserved, Algae bloom, Larvae, Crawfish, Frogs, Fish, Water fowl, Hydrophytes, Blue-
green algae, Other

Structural: Normal, Cracking, Spauling, Note* _____

Sky: Stormy, Overcast, Partial clouds, Haze, Fog, Clear

Wind: Calm, Light breeze, Strong breeze, Windy, Gusts

Flow: Storm/Flood, Rapid, Tranquil, Laminar, Standing, Dry

Measurement: _____

**Note: Any condition that seems noteworthy, place on this line. Also use the back of the field sheet for additional information.*

CHAIN OF CUSTODY FORM

[illegible]

LESJWA BOARD MEMORANDUM NO. 772

DATE: June 18, 2015

SUBJECT: Canyon Lake Alum Application Status

TO: Board of Directors

FROM: Mark R. Norton, P.E., Authority Administrator

RECOMMENDATION

Staff recommends that the Board of Directors receive and file a status report for the Canyon Lake Alum Application by Aquatechnex.

BACKGROUND

On April 9th and 10th, the spring application of alum to Canyon Lake was conducted. As recommended by the Canyon Lake TMDL TAC, the main body of Canyon Lake was not treated in light of the significantly improved clarity of the main body of Canyon Lake. The April 9th and 10th alum application was applied only to the East Bay. Previously the TAC had recommended that before significant funding and additional alum dosing occurred that may involve a CEQA amendment and further additional alum toxicity testing, it was advisable to conduct a slightly higher dosing of just one cove, Gold Cove, to determine if the increased dosing would result in lowering the phosphorus and chlorophyll *a* concentrations. The increase in Gold Cove was limited to an increase in alum application from 30 mg/L to 40 mg/L, and not the doubling originally contemplated. This increase is within the limits defined in the CEQA and toxicity testing conducted in the past. Laboratory analysis of the Gold Cove water as well as control locations are ongoing to determine if any noticeable improvements occurred.

Subsequent to the April application, an algae bloom was observed in several coves. As in the past, a press release was shared with the media indicating that the cause of the algae bloom in the coves was not the alum and that the algae would likely dissipate over time. Based on reports from the Canyon Lake Patrol, the cove algae bloom did in fact dissipate within a few weeks after the bloom.

Work on applying alum under the current five application over 2 ½ years test period will continue with the next alum application scheduled for September 2015. Thereafter, an assessment report will be prepared by the LE/CL TMDL Task Force with the recommendations for any follow up actions. Due to delays by DWR in the Prop 84 Round 2 grant contract execution, the DWR grant will just the last two alum applications and some grant funds will be remaining for additional alum or lake improvements at Canyon Lake in the future. The DWR grant will not expire until 2018.

RESOURCES IMPACT

All staff time associated with the Canyon Lake alum application has been budgeted under the LE/CL TMDL Task Force budget that is also shown in the LESJWA budget.

MN:dm

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LESJWA BOARD MEMORANDUM NO. 773

DATE: June 18, 2015

SUBJECT: TMDL Task Force Status Report

TO: LESJWA Board of Directors

FROM: Mark R. Norton, P.E., Authority Administrator

RECOMMENDATION

That the Board of Directors receive and file this status report on the Lake Elsinore and Canyon Lake TMDL Task Force.

BACKGROUND

The Lake Elsinore and Canyon Lake TMDL Task Force is entering a new phase of intense activity to start a new monitoring program for both lakes and the watershed, consider additional water quality improvement options at both lakes, and revising the TMDL for both lakes. This will involve several new RFPs and consultant services over the next few fiscal years. Funding for this work will be coming from the Task Force and administered through LESJWA. Attached is a Microsoft Project Schedule that outlines the many tasks contemplated for the Task Force and LESJWA.

Upon completion of the in-depth modeling and survey analysis by Dr. Michael Anderson of UCR anticipated late Fall 2015, the Task Force will have better direction on the most effective strategies to improve both lakes. For Lake Elsinore, the Task Force continues to work with the Lake Elsinore operators to work on a new operation and maintenance agreement for the Lake Elsinore aeration system. This will incorporate credits for funding support by the Riverside County MS4 permittees and others to meet their responsibility to control internal nutrient loads. Progress continues slowly as nutrient credits resulting from the Lake Elsinore aeration and mixing operations become better defined.

For Canyon Lake, the alum application evaluation phase of five applications over the past two and a half years will conclude in Sept. 2015. This does not mean, however, that alum application will no longer be applied. Alum application to Canyon Lake is anticipated to be an ongoing practice for the future to control nutrients entering the lake from the upper watershed. An effectiveness report will be prepared in early 2016 with recommendations on how frequent future Canyon Lake alum applications will occur based on the past 2 ½ years of alum application results. Additionally alternative strategies to deal with the East Bay algae issues also will be considered to ensure compliance as necessary with the nutrient TMDL for the entire Canyon Lake. Breaking East Bay out as a separate water body from the Canyon Lake main body for the TMDL also will be investigated.

Grant funding from DWR and SAWPA using the DWR Prop 84 Integrated Regional Water Management grant program, continues to flow into LESJWA and the Task Force. Some grant funding will be available after the 2 ½ year Canyon Lake alum application evaluation phase that can be applied to future alum applications to Canyon Lake.

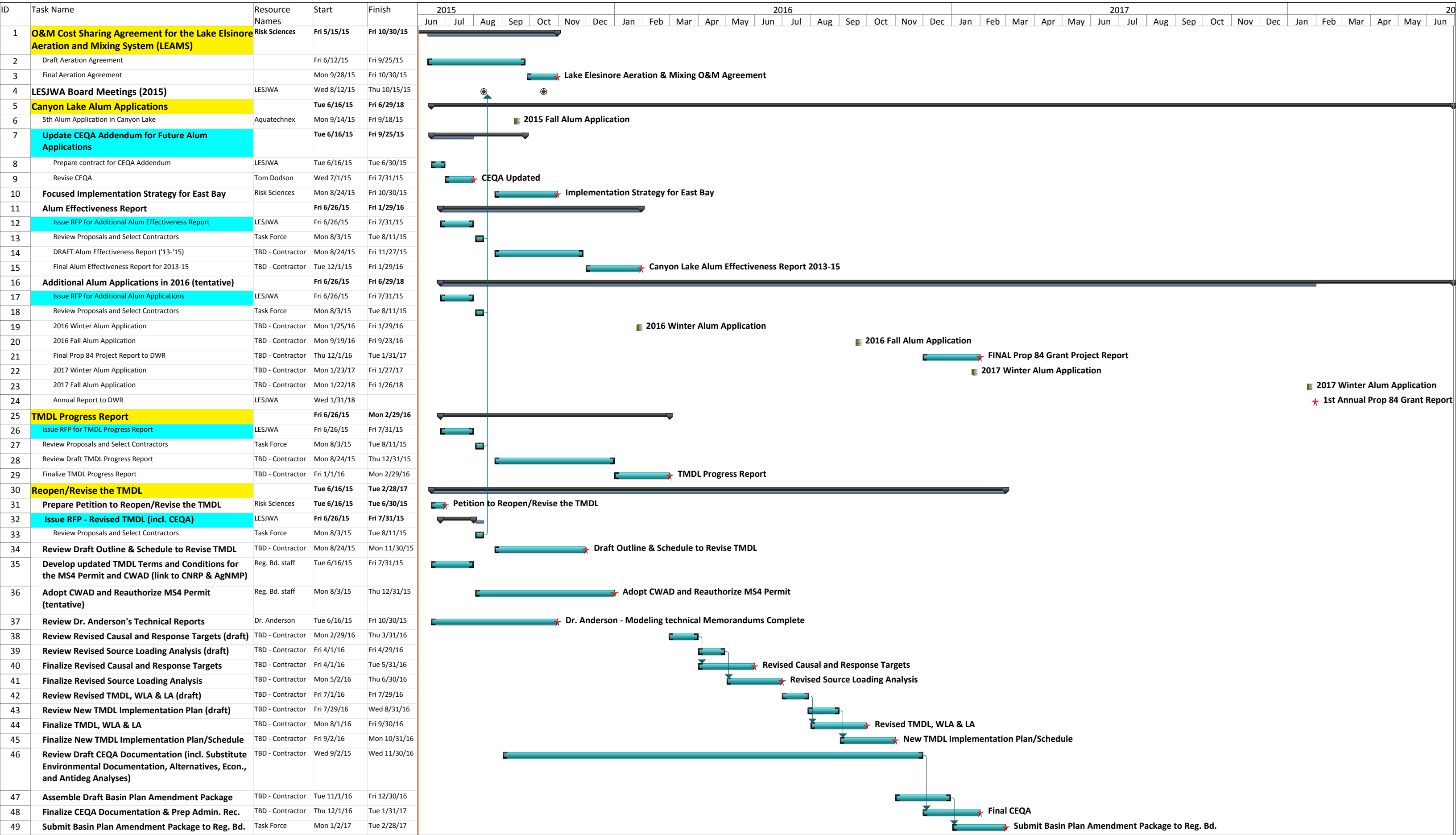
RESOURCES IMPACT

All staff administration time applied to the TMDL Task Force comes from the TMDL budget and funded only by the TMDL Task Force parties.

MN:dm

Attachment: Task Force and LESJWA Project Schedule

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Project: TMDL Revision Schedule
Date: Tue 6/2/15

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Deadline

Progress

107

LESJWA MEMORANDUM NO. 774

DATE: June 18, 2015

SUBJECT: Adopt Resolution No. 2015-02, Commending Tom Evans for Service

TO: LESJWA Board of Directors

FROM: Mark Norton, P.E., Authority Administrator

RECOMMENDATION

Staff recommends that the Board of Directors adopt Resolution No. 2015-02, commending Tom Evans for his service on the LESJWA Board of Directors, and for outstanding public service and contributions toward the improvement of Lake Elsinore, Canyon Lake and the San Jacinto Watersheds. Mr. Evans served as a LESJWA Board member since February 2008, and representative for the Santa Ana Watershed Project Authority on the LESJWA Board. He was instrumental in encouraging LESJWA to develop a LESJWA Business Plan to help the financial planning and sustainability of the organization long term. A copy of the Resolution is attached.

RESOURCES IMPACT

None.

MN:dm

Attachment: Resolution No. 2015-02



RESOLUTION NO. 2015-02

COMMENDING

Thomas Evans

FOR HIS DEDICATION TO LESJWA

WHEREAS, Thomas (Tom) Evans has served as a Director on the Board of the Lake Elsinore & San Jacinto Watersheds Authority (LESJWA) as the SAWPA representative since April 2007;

WHEREAS, during his tenure, Tom has judiciously and enthusiastically supported numerous LESJWA programs while working to assure the protection and quality of water resources in Lake Elsinore, Canyon Lake, and the surrounding San Jacinto Watershed;

WHEREAS, Tom Evans continues to serve as a Director on the Board of the Western Municipal Water District, as well as serving as a Commissioner for the Santa Ana Watershed Project Authority among other positions of distinction, further striving toward the goals of the watersheds;

WHEREAS, Tom has been a long-time resident of the city of Riverside, and has been a devoted public servant and loyal advocate for the residents of Riverside County.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors for the Lake Elsinore & San Jacinto Watersheds Authority extends its genuine appreciation to Tom Evans for his outstanding public service and contributions toward the betterment of the Lake Elsinore and San Jacinto Watersheds.

ADOPTED this 18th day of June, 2015.

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY

City of Lake Elsinore, Board Chair

LESJWA Authority Administrator

City of Canyon Lake

Elsinore Valley Municipal Water District

County of Riverside

Santa Ana Watershed Project Authority